Pledge of Allegiance

Public Comment on Consent and Administrative Agenda

Consent Agenda

Administrative Agenda
- RFB20-34MMW Bid Protest Hearing/Administrative Reconsideration

Acting Executive Director Items

Port Attorney Items

Airports Special Management Committee Items

Adjourn
CONSENT AGENDA

ADMINISTRATION – Brian McGonagle

1. Request Committee approve the minutes of the June 16, 2020 Airports Special Management Committee (ASMC) meeting.
   
   **Term:**
   N/A
   
   **Funding Source:**
   N/A

2. Request Board approve a “First Amendment to Land Lease for Construction and Operation of a Flight School at Page Field” with FMY Holdings, LLC.
   
   **Term:**
   initial term to June 30, 2040, with two (2) options to extend by five (5) years each.
   
   **Funding Source:**
   n/a

3. Request Board consent to assignment of “Lease of Terminal Space at Southwest Florida International Airport” from Arthrex, Inc., to Creekside Hospitality LLC.
   
   **Term:**
   commenced June 1, 2019; month-to-month
   
   **Funding Source:**
   n/a
ADMINISTRATIVE AGENDA

AVIATION – Gary Duncan

4. Request Board rank proposals submitted for RFP 20-45MMW for Janitorial Services Southwest Florida International Airport.
   
   **Term:**
   5 yrs. with two (2) two-year renewal options.
   
   **Funding Source:**
   N/A.

DEVELOPMENT – Mark Fisher

5. Request ASMC hold a Bid Protest Hearing/Administrative Reconsideration and, subsequently, recommend to the Board the award of a contract resulting from RFB20-34MMW to the lowest responsive bidder.
   
   **Term:**
   490 Calendar Days
   
   **Funding Source:**
   FAA grants and Passenger Facility Charge revenues

ACTING EXECUTIVE DIRECTOR ITEMS

PORT ATTORNEY ITEMS

COMMENTS FROM THE CHAIR OF THE ASMC

ADJOURN
## BOARD OF PORT COMMISSIONERS
### OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Committee approve the minutes of the June 16, 2020 Airports Special Management Committee (ASMC) meeting.
2. **FUNDING SOURCE:** N/A
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Approves minutes for June 16, 2020 ASMC meeting pursuant to Florida Statute §286.011 and LCPA Policy.

### 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>ACTING EXECUTIVE DIRECTOR</th>
</tr>
</thead>
<tbody>
<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>Benjamin R. Siegel</td>
</tr>
</tbody>
</table>

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

### 13. PORT AUTHORITY ACTION:
- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER

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

### 9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
- NAME: Brian McGonagle
- DIV: Administration

### 10. BACKGROUND:

Attachment:
ASMC Meeting Minutes - 6/16/2020 - Draft
A meeting of the Airports Special Management Committee (ASMC) was held this date, June 16, 2020, in the Training and Conference Center at Southwest Florida International Airport, with the following members present:

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

Robbie Roepstorff 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 May and June and the Procurement Status Report for June.

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:

Robbie Roepstorff (Chair)  None
Noel Andress (Vice Chair)  None
John Goodrich  None
Randy Krise  None
Fran Myers  None
Scott Cameron  None
Dana Carr  None
CONSENT AGENDA - A motion to approve the balance of the Consent agenda was made by Fran Myers, seconded by Randy Krise; called and carried (7-0).

CONSENT AGENDA ITEMS

ADMINISTRATION

1. Request Committee approve the minutes of the February 18, 2020 Airports Special Management Committee (ASMC) meeting.
   - **Term:**
     - N/A
   - **Funding Source:**
     - N/A

2. Recommend Board approve a partial redemption of the Series 2010 Airport Revenue Bonds.
   - **Term:**
     - N/A
   - **Funding Source:**
     - N/A

3. Request Board approve a resolution authorizing Passenger Facility Charges to be treated as additional security.
   - **Term:**
     - N/A
   - **Funding Source:**
     - N/A

4. Request Board adopt a Resolution approving a proposed amendment to the Lee County Port Authority Personnel Policies and Procedures Manual to create Part 314 Voluntary Furlough Policy.
   - **Term:**
     - N/A
   - **Funding Source:**
     - N/A

5. Request the Board approve the sole source purchase and installation of eleven (11) EMV compliant fee computers and two (2) automated pay stations and associated hardware and software from HUB Parking Technology for use at the Southwest Florida International Airport in an amount not to exceed $212,566.
   - **Term:**
     - N/A
   - **Funding Source:**
     - General airport operating revenues collected during the normal operation of the airport, account number VB51341200.506410, Airport Finance
ADMINISTRATION

6. Request Board approve a Third Amendment to “Airline-Airport Use and Lease Agreement” with Delta Air Lines, Inc.
   
   **Term:**
   October 1, 2008, to September 30, 2021
   
   **Funding Source:**
   n/a

7. Request Board approve a “Nontenant Rent-A-Car Airport Use Permit Agreement” with ER Travel, LLC (d/b/a Easirent)
   
   **Term:**
   Month to month commencing March 1, 2020
   
   **Funding Source:**
   n/a

8. Request Board approve a “Second Amendment to Lease of Portion of Parking Lot at Southwest Florida International Airport” with Gartner, Inc.
   
   **Term:**
   terminates lease effective March 12, 2020, and grants Lessee an option to lease an alternate parcel through June 30, 2022.
   
   **Funding Source:**
   n/a

9. Request Board approve an “Airline Parking Agreement” with Comlux Aruba N.V.
   
   **Term:**
   month to month, beginning March 1, 2020.
   
   **Funding Source:**
   n/a

10. Request Board approve a “First Amendment to “Lease of Office Space at Page Field Airport” with FMY Holdings, LLC.
    
    **Term:**
    Month-to-month
    
    **Funding Source:**
    n/a

11. Request Board approve an “On-Airport Land Lease” with the United States of America Department of Transportation Federal Aviation Administration.
    
    **Term:**
    October 1, 2020 to September 30, 2029.
    
    **Funding Source:**
    n/a
ADMINISTRATION

12. Request Board adopt an updated Zone Schedule for Foreign Trade Zone #213, and approve submission of the new Zone Schedule to the Foreign-Trade Zone Board of the U.S. Department of Commerce.
   
   **Term:**
   n/a

   **Funding Source:**
   n/a

AVIATION

13. Request Board approve a First Amendment and Extension to Service Provider Agreement for Landscaping Services at Page Field with P&T Lawn & Tractor Service, Inc., for a continued annual amount of $159,504 plus extra services as authorized, extending the initial term of the contract for two (2) years as provided for in the original Agreement.
   
   **Term:**
   June 24, 2020 to June 23, 2022

   **Funding Source:**
   Account UH5120041203.503490, Other Contracted Services,

DEVELOPMENT

14. Accept a state grant (Supplemental Joint Participation Agreement, Financial Project No. 441245-1-94-01) in the amount of $1,502,176 from the Florida Department of Transportation for construction services associated with the completed Multi-use Aircraft Hangar and Ramp at Page Field (FMY).

   **Term:**
   N/A

   **Funding Source:**
   N/A

15. Accept a state grant (Public Transportation Grant Agreement, Financial Project No. 431367-1-94-02) in the amount of $100,000 from the Department of Transportation for the Airside Pavement Rehabilitation at Southwest Florida International Airport.

   **Term:**
   N/A

   **Funding Source:**
   N/A

16. Request Board authorize execution of a contract between the Port Authority and RS&H, Inc., to provide General Architectural and Engineering Services.

   **Term:**
   Three (3) years

   **Funding Source:**
   N/A
DEVELOPMENT

17. Request Board authorize execution of a contract between the Port Authority and Hole Montes, Inc. to provide General Architectural and Engineering Services.
   
   **Term:**
   
   Three (3) years
   
   **Funding Source:**
   
   N/A

PORT ATTORNEY

18. Request Board approve grant of non-exclusive underground utility easement to Florida Power & Light Company to provide electrical service to JCP Leasing, Inc.'s corporate hangar at Page Field Airport.
   
   **Term:**
   
   N/A
   
   **Funding Source:**
   
   N/A
ADMINISTRATIVE AGENDA ITEMS

ADMINISTRATION

19. Request the Board approve (1) the FY 2020-21 Lee County Port Authority Budget, (2) the Rates & Fees pursuant to the Airline-Airport Use and Lease Agreement for Southwest Florida International Airport, (3) the FY 2020-21 Compensation Plan, (4) the Page Field Rates and Fees for FY 2020-21, and (5) the authorization for the Executive Director or his designee to make inter-fund transfers during the year, as necessary, to maintain proper cash flow. Staff requests tentative approval subject to Public Hearings and final Board approval during the month of September.

Term:
October 1, 2020 - September 30, 2021

Funding Source:
N/A

From the podium, Brian McGonagle, division director of administration, provided a detailed update for the proposed FY 2020/2021 budget and then asked if there were any questions. There was a discussion with numerous questions and comments by the ASMC members, both during and after the presentation, all of which were answered satisfactorily by Acting Executive Director Ben Siegel and Mr. McGonagle. Inquiries included funding received from the federal Coronavirus Aid, Relief and Economic Security (CARES) Act and where the funds will be applied; potential budget cuts; cost saving efforts to offset operating costs; the hiring freeze and no merit increases proposed for staff; projected passenger traffic; next year’s projected revenues from airlines, terminal concessions and rental car agencies; expenses that include increases in insurance premiums; and the Page Field budget.

With no further discussion, a motion to approve the item was made by John Goodrich, seconded by Randy Krise, called and carried (7-0).

20. Request Board rank qualifications submitted for Request for Proposals RFP 20-28MMW for Executive Search Services for an Airport Executive Director.

Term:
N/A

Funding Source:
HR

Division Director of Administration Brian McGonagle introduced the item and gave a brief summary to update the Committee. He stated that staff recommends the ASMC rank firms in accordance with staff’s review and scoring of the five proposals and authorize staff to begin contract negotiations with the top ranked firm. However, if the ASMC members wanted to hear oral presentations prior to their ranking, all five firms were prepared to give their presentations via video conference at the current meeting. The staff ranking of proposals is as follows:
1. KORN FERRY INTERNATIONAL
2. ADK CONSULTING & EXECUTIVE SEARCH
3. ACS FIRM, LLC
4. CAREER MANAGEMENT PARTNERS (CMP)
5. SUNSHINE ENTERPRISE USA

A lengthy discussion ensued. Fran Myers stated that she felt the cost and timing of the Executive Director Search was unfortunate due to the continuing spread of the Covid-19 global pandemic and the economic impact it was having across the country and at the nation’s airports. Ms. Myers suggested tabling the item until the next fiscal year budget. Mr. Cameron, then read into the record the last paragraph of the letter received from the chair of the Airport Airlines Affairs Committee (AAAC) commending the LCPA staff for the exemplary job done building the FY21 budget. All ASMC members weighed-in on the item and agreed to recommend to the Board of Port Commissioners that the item be tabled and the search be deferred until Fiscal Year 2021-2022.

With no further discussion, a motion was made by Fran Myers to table the item and recommend the Board defer the solicitation of an Executive Director Search firm until Fiscal Year 2021-2022. The motion was seconded by Randy Krise, called and carried (7-0).

AVIATION

   
   Term:
   Five (5) to Ten (10) yrs. with or without renewals based on firm selected and incentives proposed.
   
   Funding Source:
   Acct. UH5120041203.505265, Inv. Purch.

Deputy Executive Director of Aviation Gary Duncan gave a brief summary to update the Committee on this item and stated that staff recommends that the ASMC rank firms in accordance with staff’s review and scoring of the four proposals and authorize staff to begin contract negotiations with the top ranked firm. However, if the ASMC members wanted to hear oral presentations prior to their ranking, staff recommends these be held with the top three submitting firms, with the presentations held at a future ASMC meeting. The staff ranking of proposals is as follows:

1. AVFUEL CORPORATION
2. TITAN AVIATION FUELS
3. EPIC FUELS

With no further questions, the ASMC then ranked the firms in order of the staff’s recommendation and as a result ranked Avfuel Corporation as the top ranked firm.

With no further discussion, Randy Krise moved approval, seconded by John Goodrich, called and carried (7-0).
22. Request Airport Special Management Committee consider an oral presentation from the single, qualified, proposing On-Demand Taxicab firm, MBA Airport Transportation, LLC or waive the presentation and recommend Board authorize staff to begin negotiations to provide on-demand taxicab concession services at Southwest Florida International Airport. In addition, request extending MBA’s existing contract on a month-to-month basis until a new contract becomes effective.

   **Term:**
   3 yrs. with one (1) two-year renewal option starting 7/1/20.

   **Funding Source:**
   N/A

Deputy Executive Director of Aviation Gary Duncan gave a brief summary to update the Committee on this item and stated that staff recommends that the ASMC select the single, qualified proposing firm, MBA Airport Transportation, LLC and authorize staff to begin contract negotiations with the firm. Also, staff recommends that ASMC extend the current contract with MBA on a month-to-month basis until a new contract is in place. However, if the ASMC members wanted to hear an oral presentation prior to selection, the firm was prepared to give their presentation at the meeting.

With no further questions, the ASMC chose to extend the current contract with MBA on a month-to-month basis and to concur with staff’s recommendation to waive the oral presentation and begin contract negotiations with MBA Airport Transportation, LLC as the single, qualified firm.

With no further discussion, a motion to approve the staff ranking was made by Fran Myers, seconded by Randy Krise, called and carried (7-0), and a motion to approve the contract on a month-to-month basis was made by Fran Myers, seconded by Noel Andress, called and carried (7-0).

**DEVELOPMENT**

23. Request Board rank qualifications submitted for LOQ #20-33 Construction Engineering & Inspection Services for the RSW Airside Pavement Rehabilitation - Airfield Electrical Vault project at Southwest Florida International Airport.

   **Term:**
   TBD

   **Funding Source:**
   N/A

Deputy Executive Director of Development Mark Fisher gave a brief summary to update the Committee on this item and stated that staff recommends that the ASMC rank firms in accordance with staff’s review and scoring of the four written letters of qualifications and authorize staff to begin contract negotiations with the top ranked firm. However, if the ASMC members wanted to hear oral presentations prior to their ranking, staff recommends these be held with the top three submitting firms, with the presentations held at a future ASMC meeting. The staff ranking of proposals is as follows:
With no further questions, the ASMC then ranked the firms in order of the staff’s recommendation and as a result ranked Michael Baker International, Inc. as the top ranked firm.

With no further discussion, a motion to approve the item was made by Noel Andress, seconded by Randy Krise, called and carried (7-0).

**ACTING EXECUTIVE DIRECTOR ITEMS**
Items of interest are contained in the Acting Executive Director Remarks dated June 16, 2020 (copy on file, electronically, in the Communications & Marketing Department at the Lee County Port Authority).

**PORT ATTORNEY ITEMS**
No items offered by Senior Assistant Port Authority Attorney Gregory S. Hagen.

**AIRPORTS SPECIAL MANAGEMENT COMMITTEE ITEMS**
John Goodrich thanked Mr. Siegel and staff, for the airport updates he has seen on Instagram and the communications he has received over the last three months and said staff is doing a tremendous job.

Robbie Roepstorff thanked Mr. Siegal and Vicki Moreland, communications and marketing department director, for the marketing piece they received, stating it was very nice, concise and attractive. Mr. Siegal added that the piece is in an effort to restore the confidence of the flying public, as well as to support the airlines and concessionaires. He stated that there would be two more pieces, one regarding the RSW employees and the other covering Base Operations at Page Field.

Mr. Krise left the meeting at 2:45 and did not return.

Fran Myers agreed that the marketing piece was “excellent.” Ms. Myers also stated that she did not think there would be a Tourist Development Council (TDC) meeting until possibly August.

Robbie Roepstorff reminded the ASMC members that the next Port Board meeting would be on Thursday, June 25, 2020. Mr. Siegel added that the meeting will be in Commission Chambers in the Old County Courthouse in Fort Myers. Ms. Roepstorff asked when the next ASMC meeting would be and was advised it was scheduled for July 21, 2020.

**ADJOURN**
The Chair adjourned the meeting at 2:50 p.m.
1. **REQUESTED MOTION/PURPOSE:** Request Board approve a “First Amendment to Land Lease for Construction and Operation of a Flight School at Page Field” with FMY Holdings, LLC.

2. **FUNDING SOURCE:** n/a

3. **TERM:** initial term to June 30, 2040, with two (2) options to extend by five (5) years each.

4. **WHAT ACTION ACCOMPLISHES:** allows tenant two additional months to commence construction of its flight school at Page Field

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

6. **ASMC MEETING DATE:** 7/21/2020

7. **BoPC MEETING DATE:** 9/3/2020

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

9. **REQUESTOR OF INFORMATION:**
   (ALL REQUESTS)
   **NAME:** Brian McGonagle
   **DIV:** Administration

10. **BACKGROUND:**
    ATP Flight Academy, LLC, d/b/a ATP Flight School, headquartered in Jacksonville, Florida, is one of the largest flight training companies in the U.S. The company, via its affiliated entity FMY Holdings, LLC (“FHLLC”), currently leases approximately 4.1 acres, including approximately 2.4 acres of existing aircraft apron (part of what is known as the “north ramp”), and 1.7 adjoining acres of mostly unimproved land, pursuant to a “Land Lease For Construction and Operation of a Flight School at Page Field” (the “Land Lease”) dated March 7, 2019. In addition to the Land Lease, FHLLC also leases office space from the Port Authority, pursuant to a “Lease of Office Space at Page Field Airport” dated March 7, 2019 and subsequently amended on June 25, 2020.

    The Land Lease provides that it may be terminated by the Authority, at its option, if FHLLC has not obtained all necessary permits and commenced construction of the required hangar building within eighteen (18) months of the date of the lease, i.e., by September 7, 2020. FHLLC desires to extend this time to twenty (20) months, i.e., to November 7, 2020, due to permitting and bidding delays it has encountered due to COVID-19.

    This proposed first amendment to the March 7, 2019 Land Lease will extend the time for FHLLC to obtain all necessary permits for construction and actually commence construction of the required hangar building by an additional two (2) months, after which the Authority could terminate the lease if so desired. All other terms of the Land Lease, including the Rent Commencement Date, remain unchanged.

    Attachments:
    (1) Contract Summary

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
(2) Proposed First Amendment to Land Lease for Construction of a Flight School at Page Field
**Contract Summary**  
(*Including effects of proposed First Amendment*)

Tenant: FMY Holdings, LLC  
1555 The Greens Way  
Jacksonville Beach, FL 32250

Leased Premises: Two contiguous parcels of land (unimproved and apron areas) at Page Field, containing a combined total of approximately 4.08 acres.

Parking Area: Lessee will have the non-exclusive right to use the designated “Parking Area” of approx. 1.2 acres, in the existing parking lot.

Aircraft Parking: Lessee may park its aircraft on its leasehold, including its leased portion of the north ramp; aircraft parking on the remainder of the north ramp will be subject to availability and LCPA’s standard tie-down fees.

Allowed Use(s): Aircraft flight instruction services and on demand (Part 135) aircraft charter services.

Term of Lease: Initial term beginning July 1, 2019, and continuing until the day before the date that is 20 years after the Rent Commencement Date [*which occurred July 1, 2020*]; Lessee will have two (2) options to extend by five (5) years each.

Rents and Fees: Prior to the Rent Commencement Date, tie down fees for any use of the existing aircraft apron, at the Authority’s then-current rate.

Beginning on the Rent Commencement Date, monthly rent of $6,776.23; rent is subject to CPI adjustments beginning January 1, 2023, and at 3-year intervals thereafter.

Fuel flowage fees for self-fueling, at the Authority’s then-current rate.

Self-Fueling: Lessee will (subject to LCPA’s standard self-fueling requirements which includes a flowage fee, currently 30 cents/gallon), install its own fuel tanks on its leasehold and fuel its own aircraft with its own facilities and employees.

Timeline for Construction: Lessee will have 18 months [*increased to 20 months via the First Amendment*] after the date of the lease (March 7, 2019) to obtain all of the necessary permits for construction and actually commence construction of the required hangar building.
Security/Perf. Guaranty: $32,000.00

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

Note: This 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 page and the proposed contract, the contract (being more precise) will prevail.
FIRST AMENDMENT TO LAND LEASE FOR

CONSTRUCTION AND OPERATION OF A FLIGHT SCHOOL AT PAGE FIELD

THIS AMENDMENT is made and entered into this ___ day of ____________, 2020, by and between LEE COUNTY PORT AUTHORITY, a special district and political subdivision of the State of Florida with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 (herein referred to as "Authority") and FMY HOLDINGS, LLC, a Florida limited liability company with offices at 1555 The Greens Way, Jacksonville Beach, FL 32250 (herein referred to as "Lessee").

Background

Lee County, a political subdivision of the State of Florida, owns the airport known as Page Field, in Lee County, Florida (the "Airport"). Pursuant to Chapter 63-1541, Laws of Florida, and Lee County Ordinance 01-14, as amended, Lee County has vested the Authority with the power to lease premises and facilities on the Airport and grant related rights and privileges.

Lesse and the Authority are parties to a certain Land Lease For Construction and Operation of a Flight School At Page Field (herein the "Lease"), dated March 7, 2019. The parties desire to amend the Lease to adjust the deadline for Lessee to obtain all necessary permits and to commence construction of the required hangar building.

NOW THEREFORE, in consideration of the mutual promises herein, the undersigned parties hereby agree to modify the Lease as follows:
1. EXTENSION OF TIME TO OBTAIN PERMITS AND COMMENCE CONSTRUCTION

Section 5.5 of the Lease (entitled "Options to terminate") is hereby amended such that, in the first sentence, the deadline for Lessee to obtain all necessary permits for construction and actually commence construction of the required hangar building, is changed from eighteen (18) months after the date of the Lease to twenty (20) months after the date of the Lease.

2. NO OTHER CHANGES

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

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

FMY HOLDINGS, LLC
(Lessee)

By: Airline Transport Professionals Holdings, Inc., a Florida Corporation, its member

By: __________

Print: D.S. Dennis

Title: President

Date: 6/19/20

WITNESSED BY:

Witness

Print Name

Witness

Print Name
LEE COUNTY PORT AUTHORITY

By: 
   Chairman or Vice Chairman,
   Lee County Port Authority
   Board of Port Commissioners

Date: ______________________

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

By: ______________________
   Port Authority Attorney

ATTEST:
LINDA DOGGETT, CLERK

By: ______________________
   Deputy Clerk
1. **REQUESTED MOTION/PURPOSE:** Request Board consent to assignment of "Lease of Terminal Space at Southwest Florida International Airport" from Arthrex, Inc., to Creekside Hospitality LLC.

2. **FUNDING SOURCE:** n/a

3. **TERM:** commenced June 1, 2019; month-to-month

4. **WHAT ACTION ACCOMPLISHES:** Allows Arthrex, Inc. to assign its Lease of Terminal Space at Southwest Florida International Airport to its subsidiary Creekside Hospitality LLC.

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

6. **ASMC MEETING DATE:** 7/21/2020

7. **BoPC MEETING DATE:** 9/3/2020

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

9. **REQUESTOR OF INFORMATION:**
   - NAME: Brian McGonagle
   - DIV: Administration

10. **BACKGROUND:**
    Arthrex, Inc. currently leases Room #101008 and 101008A, containing a total of approximately 295 square feet, located on the first floor of the terminal building, for office and storage space pursuant to a "Lease of Terminal Space at Southwest Florida International Airport" dated May 16, 2019, and amended November 7, 2019. The Lease requires the Board’s consent for Arthrex to assign the agreement to another party.

    Arthrex desires to assign its Lease of Terminal Space to its subsidiary Creekside Hospitality LLC (d/b/a Innovation Hotel), and has requested the Authority’s consent to this transfer.

    Approval of this agenda item by the Board of Port Commissioners will constitute consent by the Lee County Port Authority to the proposed assignment from Arthrex, Inc. to Creekside Hospitality LLC.

    **Attachments**
    1. Proposed “Assignment of Lease with Consent of Landlord” (includes the existing lease and first amendment thereto as exhibits)
    2. Contract Summary for Existing Lease Agreement

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
### Contract Summary
[including changes previously made via First Amendment]

| Tenant:           | Arthrex, Inc.  
|                  | 1370 Creekside Blvd. 
|                  | Naples, FL 34108 |
| Leased Premises: | Rooms 101008 and 101008A, located on the first floor of the RSW terminal building, baggage claim area (approximately 295 square feet) |
| Allowed Use(s):  | office and storage space associated with welcoming its incoming guests |
| Term of Lease:   | commenced June 1, 2019; will continue month-to-month thereafter until terminated by either party giving written notice |
| Rents and Fees:  | monthly rent of $2,989.33; subject to change effective October 1, 2020, and not more frequently than annually thereafter, provided the Authority gives at least 30 days advance written notice of such change |
| Security/Perf. Guaranty: | $4,700.00 |
| Insurance:       | Commercial General Liability in the amount of $1,000,000; Workers’ compensation as required by state law; Employers’ liability in the amount of $1,000,000. |

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

THIS ASSIGNMENT OF LEASE dated this _____ day of ___________, ________

BETWEEN:

Arthrex, Inc.
1370 Creekside Boulevard
Naples, FL 34108

(the “Assignor”)

-AND-

Creekside Hospitality LLC
d/b/a Innovation Hotel
1265 Creekside Parkway
Suite 210
Naples, FL 34108

(the “Assignee”)

Background

a. This is an agreement (the “Assignment”) to assign a commercial lease in real property
   (the “Lease”) according to the terms specified below.

b. The Assignor wishes to assign and transfer to the Assignee the Lease dated May 16,
   2019, and amended November 7, 2019 and executed by the Assignor as tenant and by
   Lee County Port Authority as landlord (the “Authority”).

IN CONSIDERATION OF the Assignor agreeing to assign and the Assignee agreeing to
assume the Lease for the Premises, and other valuable consideration, the receipt and sufficiency
of which is hereby acknowledged, both parties agree to keep, perform, and fulfill the promises,
conditions, and agreements below:

Premises

1. The Lease governs the rental of the following described premises (the “Premises”) to the
   Assignor:

   Room Numbers 101008 and 101008A, comprising approximately 295 square feet,
   located on the first floor of the terminal building, as shown on Revised Exhibit A
   attached hereto.
Assigned Lease

2. The Assignor assigns and transfers the Assignee all of the Assignor’s right, title, and interest in and to the Lease and the Premises, subject to all the conditions and terms contained in the Lease.

Effective Date

3. This Assignment takes effect on June 1, 2020 (the “Effective Date”), and continues until the present term of the Lease expires according to the Term set forth in Article 2 of the Lease.

Assignor’s Interest

4. The Assignor covenants that:
   a. The Assignor is the lawful and sole owner of the interest assigned under this Assignment;
   b. The interest is free from all encumbrances; and
   c. The Assignor has performed all duties and obligation and made all payments required under the terms and conditions of the Lease.

Breach of Lease by Assignee

5. Consent to this Assignment will not discharge the Assignor of its obligations under the Lease in the event of a breach by the Assignee.

6. In the event of a breach by the Assignee, the Authority will provide the Assignor with written notice of this breach and the Assignor will have full rights to commence all actions to recover possession of the Premises and retain all rights for the duration of the Lease provided the Assignor will pay all accrued rents and cure any other default.

Miscellaneous Provisions

7. The Assignment incorporates and is subject to the Lease and the First Amendment to the Lease, copies of which are attached hereto, and which is hereby referred to and incorporated as if it were set out here at length. The Assignee agrees to assume all of the obligation and responsibilities of the Assignor under the Lease.

8. All rents and other charged accrued under the Lease prior to the Effective Date will be fully paid by the Assignor, and by the Assignee after the Effective Date. The Assignee will also be responsible for assuming and performing all other duties and obligations required under the terms and conditions of the Lease after the Effective Date.

9. There will be no further assignment of the Lease without the prior written consent of the Authority.
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement on the date first above written.

**Arthrex, Inc.**  
(the “Assignor”)

By: ________________________________              Witnessed by: _______________________
Print Name: _________________________               Print Name: ________________________
Title: _______________________________             Witnessed by: _______________________
Date: ______________________________               Print Name: _________________________

**Creekside Hospitality LLC d/b/a Innovation Hotel**  
(the “Assignee”)

By: ________________________________              Witnessed by: _______________________
Print Name: _________________________               Print Name: ________________________
Title: _______________________________             Witnessed by: _______________________
Date: ______________________________               Print Name: _________________________

**CONSENT OF AUTHORITY**

The Authority in the above Assignment of Lease executed on the _____ day of __________, _____ consents to that Assignment. The Authority also agrees to the Assignee assuming after June 1, 2020, the payment of rent and performance of all duties and obligations as provided in the Lease.

Agreed to his ____ day of __________, ____ by:

**Lee County Port Authority**  
(the “Authority”)

By: ________________________________              Witnessed by: _______________________
Print Name: _________________________               Print Name: ________________________
Title: _______________________________             Witnessed by: _______________________
Date: ______________________________               Print Name: _________________________
LEASE OF
TERMINAL SPACE
AT
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

THIS LEASE AGREEMENT is made and entered into this 6th day of May, 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 ARTHREX, INC., a Delaware corporation (herein referred to as "Lessee"), with offices at 1370 Creekside Blvd., Naples, FL 34108.

Background

The Authority operates Southwest Florida International Airport, located at Fort Myers, in Lee County, Florida (the "Airport"). Lessee desires to lease from the Authority certain space in the Airport’s terminal building. The Authority is willing to lease such space upon the terms and conditions provided below.

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

ARTICLE 1
DESCRIPTION OF LEASED PREMISES

Subject to the terms, covenants, and conditions contained herein, the Authority hereby leases to Lessee the following described real property (herein the “leased premises” or the “premises”) located in the Airport's terminal building at 11000 Terminal Access Road, Fort Myers, Florida 33913:

Baggage Service Office Space, Room #1023, comprising approximately 160 square feet, located on the first floor of the terminal building, as shown on Exhibit A attached hereto.

ARTICLE 2
TERM

The initial term of this lease will commence on June 1, 2019, and will continue thereafter on a month-to-month basis, unless or until one of the parties shall end this lease effective at the end of a calendar month by giving the other party written notice thereof, in the manner provided below, at least sixty (60) days prior to the end of the term.

C.4 5/16/2019
ARTICLE 3

USE OF LEASED PREMISES

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

ARTICLE 4

RENT

Lessee agrees to pay to the Authority, for and during the term of this lease, monthly rent of $1,556.53. This rate is subject to being changed October 1, 2019, and not more frequently than annually thereafter, to such new rate as shall be determined by the Authority, provided that Authority shall give at least thirty (30) days advance notice to Lessee of each such change. Should Lessee object to such new rate, Lessee may, upon fifteen (15) days advance written notice to the Authority, terminate this lease.

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

ARTICLE 5

EMPLOYEE PARKING LOT CHARGE

In addition to rent, Lessee will pay an “Employee Parking Lot Charge” equal to the number of Lessee’s employees which have been granted access to the Airport’s employee parking lot as of the first day of each calendar month, multiplied by Airport’s then-current monthly employee parking lot fee. The Airport’s employee parking lot fee is currently $15.00 per employee per month. Lessee will be notified in writing at least thirty (30) days in advance of any change in the Airport’s employee parking lot fee.
ARTICLE 6

UTILITIES

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

ARTICLE 7

ASSIGNMENT AND SUBLLEASING

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

ARTICLE 8

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

Section 8.1 Initial condition. Authority will deliver the premises to Lessee and Lessee will accept the premises in “as is” condition. Authority shall not be responsible or liable at any time for any defects, latent or otherwise, in the terminal building or improvements therein, including the leased premises, or any of the equipment, machinery, utilities, appliances, or apparatus therein; nor shall Authority be responsible or liable at any time for loss of life, injury, or damage to any person or to any property or business of Lessee or those claiming by, through, or under Lessee, caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing, or backing-up of water, steam, gas, or sewage, or blackouts, brownouts, or any other interruption of any utility service, in any part of the Premises, or caused by or resulting from acts of God or from the elements, or resulting from any defect or negligence in the occupancy, construction, operation, or use of the building or improvements therein.

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

Section 8.2 Lessee's Improvements. Prior to commencing any construction work,
Lessee will: (1) submit complete plans and specifications, bonds, evidence of insurance, and all other required items to the Authority for Authority's approval, pursuant to the Authority's "Leasehold Development Standards and Procedures" adopted March 12, 2001, as may be amended, and obtain a "Work Permit" from the Authority; and (2) obtain and pay for all governmental permits and approvals.

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

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

Section 8.3 Maintenance and repairs; condition of premises upon return. Lessee must maintain and repair the premises as necessary to keep it in a clean and orderly condition and in a good state of repair at all times. Upon termination of this lease, Lessee will remove, at its own cost, all proprietary equipment or improvements it has installed at the leased premises (including but not necessarily limited to signs), restore the premises, and deliver the premises to Authority in the same condition they were in at the beginning of the term and prior to such installation, normal wear and tear excepted.

ARTICLE 9

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, provide custodial or other maintenance service, or to exhibit the premises to prospective tenants.
ARTICLE 10

COMPLIANCE WITH LAWS

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

ARTICLE 11

INDEMNITY AND HOLD HARMLESS; INSURANCE

Lessee must procure and maintain at its own expense the following types and amounts of insurance for the term of the Agreement:

(i) Commercial General Liability, which shall include liability arising from independent contractors and contractual liability, written on ISO occurrence form, with limits of no less than the following:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premises/Operations Coverage</td>
<td>$500,000 Each Occurrence</td>
</tr>
<tr>
<td>Personal Injury &amp; Advertising Injury</td>
<td>$500,000 Each Occurrence</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$1,000,000 Annually</td>
</tr>
<tr>
<td>Medical Payments</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

The Authority shall be an additional insured on the General Liability policy, up to the full policy limits.

The Lessee’s insurance will be primary and noncontributory and include a waiver of subrogation, in favor of the Authority.

(ii) Workers’ compensation in the amount (if applicable) required by Florida state law.

(iii) Employer’s liability with limits of at least the following:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Employee</td>
<td>$1,000,000 (Accident)</td>
</tr>
<tr>
<td>Per Employee</td>
<td>$1,000,000 (Disease)</td>
</tr>
<tr>
<td>Policy Limit</td>
<td>$1,000,000 (Disease)</td>
</tr>
</tbody>
</table>

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

An original hand-signed certificate(s) evidencing the insurances specified above shall be sent to the Port Authority’s Risk Management Department prior to the commencement of the term of this agreement. The certificates of insurance must be issued by a company or companies acceptable to the Authority. The Authority reserves the right to reject insurance written by an
insurer it deems unacceptable because of a poor financial condition or other operational deficiencies. The Authority reserves the right to request and obtain certified copies of all required policies. Subsequent renewal certificates shall be delivered to the Authority at least fifteen (15) days prior to a policy's expiration date except for any policy expiring on or after the expiration date of this Agreement.

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

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

On all of the Lessee's insurance policies required above, (a) the Authority shall be an additional insured, up to the full policy limits, and (b) Lessee's insurance will be primary and non-contributory and include a waiver of subrogation, in favor of the Authority.

Lessee agrees to release, indemnify, and hold harmless, the Authority and Lee County (and their respective Commissioners, officers, agents, and employees) from any and all injury, loss, or damage, of any nature whatsoever (including but not limited to fines or penalties imposed by the TSA, FAA, or any other governmental agency as a result of a failure to comply with any statute, ordinance, rule, regulation, or other requirement, including but not limited to breaches of the Airport's security), to any person or property in connection with the use of the Airport by Lessee, its agents, and employees, in conducting operations under this lease, except to the extent that such injury, loss, fine, or penalty is caused by the negligence or wilful misconduct of the Authority or Lee County, its Commissioners, officers, employees, agents, or contractors.
ARTICLE 12

LICENSES AND TAXES

Lessee shall have and maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Lessee. Lessee agrees to bear, pay, and discharge, on or before their respective due dates, all federal, state, and local taxes, fees, assessments, and levies which are 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 shall have the right to contest the amount or validity of any tax, fee, assessment, or levy payable by it by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving or modifying Lessee's duty to pay any such amounts, unless the legal proceedings shall operate to prevent the collection thereof. Upon the termination of such legal proceedings, the Lessee shall pay the amount as finally determined in such proceedings, the payment of which may have been deferred during the pendency thereof, together with any costs, fees, interest, penalties, or other liabilities in connection therewith.

ARTICLE 13

SECURITY DEPOSIT

Prior to the Authority's execution of this agreement, Lessee shall post and keep with the Authority a security deposit, in the form of cash or an irrevocable letter of credit, in a format satisfactory to the Authority, in the initial amount of $4,700.00, to serve as security for Lessee's performance hereunder. Said amount may be adjusted upward (but not to exceed four times the monthly rent) or downward by the Authority, with thirty (30) days notice to Lessee, based on Lessee's actual payment performance, and, if adjusted upward, such additional cash or letter of credit will be posted by Lessee and retained by Authority as security for the faithful performance of Lessee's obligations hereunder. If the security is posted in the form of a letter of credit, Lessee shall provide extensions or other updated documents to the Authority annually, or as otherwise
needed, such that there is, through the entire term of this agreement, such a letter of credit, that is in full force and effect, so as to serve as adequate security to the Authority's satisfaction.

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

ARTICLE 14

FAA CLAUSES

Section 14.1 Nondiscrimination.

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

B. Lessee acknowledges that the provisions of 49 CFR, Part 23, Disadvantaged Business Enterprise (DBE), and 14 CFR, Part 152, Affirmative Action Employment Program, may be applicable to the activities of Lessee under the terms of this agreement, and hereby agrees, if such provisions are applicable, to comply with all requirements of the Federal Aviation Administration, and the U.S. Department of Transportation, in reference thereto. These
requirements may include, but not be limited to, the compliance with 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 14.2 Airport Protection.** It shall be a condition of this lease, that the Authority reserves unto itself, its successors, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the airport.

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

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

**Section 14.3 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.

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

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

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

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

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

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

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

ARTHREX, INC.
(Lessee)
By: ____________________________
Title: ____________________________
Date: 11 MAR 2019

Witnessed by: ____________________________
Print Name: ____________________________

Witnessed by: ____________________________
Print Name: ____________________________
LEE COUNTY PORT AUTHORITY

By: [Signature]
Chairman or Vice Chairman
Board of Port Commissioners

Date: 5/20/2019

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

By: [Signature]
Port Authority Attorney

ATTEST:
Linda Doegert, County Clerk

By: [Signature]
Deputy Clerk
FIRST AMENDMENT
TO
LEASE OF TERMINAL SPACE
AT
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

THIS FIRST AMENDMENT is made and entered into this ___ day of September, 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, FL 33913, and ARTHREX, INC., a Delaware corporation (herein referred to as "Lessee"), with offices at 1370 Creekside Blvd., Naples, FL 34108.

Background

The Authority operates Southwest Florida International Airport, located at Fort Myers, in Lee County, Florida (the "Airport"). Authority and Lessee have entered into a lease agreement entitled “Lease of Terminal Space at Southwest Florida International Airport” dated May 16, 2019 (the “Lease”), covering certain space in the Airport’s terminal building. Lessee desires to relocate to a larger space in the Airport’s terminal building.

NOW THEREFORE, in consideration of the mutual promises herein, the parties hereby mutually agree to modify said Lease, effective as of October 1, 2019, as follows:

1. The description of the leased premises in Article 1 is amended to read as follows:

Room Numbers 101008 and 101008A, comprising approximately 295 square feet, located on the first floor of the terminal building, as shown on Revised Exhibit A attached hereto.

2. The monthly rent set forth in the first sentence of Article 4 ("Rent") of the Lease is increased from $1,556.53 per month to $2,989.33 per month.

3. “Exhibit A” of the Lease shall be deleted and replaced with the attached “Revised
4. All other provisions of the Lease shall remain unchanged and in full force.

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

ARTHREX, INC.  
(Lessee)  
By:  
Print Name: Andrew Reasb  
Title: Director  
Date: 13 September 2019  
Witnessed by:  
Print Name: Carleen Witter

Witnessed By:  
Print Name: Nicole Pia

LEE COUNTY PORT AUTHORITY  
By: Brian Ham  
Chairman or Vice Chairman  
Board of Port Commissioners  
Date: 11/12/19  
ATTEST:  
Little Doggett, County Clerk  
By: Deputy Clerk

Approved As To Form for the Reliance of the Lee County Port Authority only:  
By: Port Authority Attorney
1. **REQUESTED MOTION/PURPOSE**: Request Board rank proposals submitted for RFP 20-45MMW for Janitorial Services Southwest Florida International Airport.

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

3. **TERM**: 5 yrs. with two (2) two-year renewal options.

4. **WHAT ACTION ACCOMPLISHES**: Competitively selects a firm to provide janitorial services for Southwest Florida International Airport.

5. **CATEGORY**: 4.
   - Administrative Agenda

6. **ASMC MEETING DATE**: 7/21/2020

7. **BoPC MEETING DATE**: 9/3/2020

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

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

10. **BACKGROUND**:
    On May 14, 2020, the Authority advertised Request for Proposals (RFP) 20-45MMW, Janitorial Services for Southwest Florida International Airport. The advertisement appeared on Ionwave.com, and online with Airports Council International, Florida Airports Council, and Airport Minority Advisory Council. A mandatory pre-submittal meeting was held on May 26, 2020, at the Lee County Port Authority Airport Training & Conference Center and included a tour of the facilities in order to more specifically discuss the services related to this RFP and to answer any questions from potential proposers. Twelve (12) proposals were received on June 16, 2020, from the following companies (listed in alphabetical order):

   1. Bristol Facilities Company
   2. Flagship Aviation Services
   3. General Building Maintenance
   4. Jani-King
   5. JCM Commercial Business
   6. LGC Global Energy
   7. Service Management Systems
   8. SP+ Corporation & Diverse Facility Solutions Joint Venture
   9. Sunshine Cleaning Systems
   10. UBM Enterprise, Inc.
   11. UG2, LLC
   12. United Maintenance Co., Inc.

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
A publicly noticed Staff Evaluation Committee meeting was held on June 30, 2020, to review each proposal, solicit staff comments, and to prepare recommendations for consideration by the Airports Special Management Committee (ASMC). On July 14, 2020, the Staff Evaluation Committee reconvened at a publicly noticed meeting to discuss additional information requested by the Port Authority and presented by one of the twelve firms who previously submitted a proposal.

To assist the ASMC in their evaluation and ranking of firms, staff has prepared the attached information summarizing the responses to the RFP of those firms deemed responsive to the RFP. Staff’s review of the RFP’s was done in accordance with the Lee County Port Authority Purchasing Manual. Two firms, Bristol Facilities Company and Jani-King were deemed nonresponsive and therefore were not considered.

The Staff Evaluation Committee determined the ten remaining firms met or exceeded the minimum qualifications required per section C.02, Section 1 – Minimum Qualifications, RFP 20-45 MMW. All ten firms had a company representative attend the mandatory pre-submittal meeting and site tour. All firms provide commercial janitorial services with at least seventy-five (75) full-time employees, seven days a week in either a medium or large hub airport, or at a public facility with a minimum of 700,000 sq. ft. of indoor climate control space. Finally, all ten firms have shown evidence of providing janitorial services for three consecutive years within the past ten years as required per the advertised RFP.

As a result, the Staff Evaluation Committee ranked the proposals as follows:

1. Flagship Aviation Services
2. Sunshine Cleaning Systems
3. Service Management Systems
4. SP+ Corporation & Diverse Facility Solutions Joint Venture
5. UBM Enterprise, Inc.
6. JCM Commercial Business
7. General Building Maintenance
8. UG2, LLC
9. LGC Global Energy
10. United Maintenance Co., Inc.

Staff recommends ASMC hear oral presentations from the top four (4) firms as ranked by the Staff Evaluation Committee. These presentations will then be held at a future scheduled ASMC meeting.

However, if the ASMC prefers not to hear oral presentations, staff recommends ASMC rank the firms in accordance with staff’s review and ranking and move the item to the Board for approval. If the Board of Port Commissioners approves of the selection, staff will begin contract negotiations with the top-ranked firm, Flagship Aviation Services.

Attachments:
1. RFP 20-45MMW
2. Addendum 1
3. Staff Summaries
4. Cost Proposal Summary
REQUEST FOR PROPOSALS (RFP) 20-45MMW
FOR
JANITORIAL SERVICES
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

Released: May 14, 2020

DESIGNATED PURCHASING OFFICE CONTACT
Melissa M. Wendel, CPPO, Procurement Manager
Telephone (239) 590-4557 * Email: mmwendel@flylcpa.com

MANDATORY PRE-SUBMITTAL MEETING & SITE TOUR
10:00 a.m., Tuesday, May 26, 2020
Lee County Port Authority Training & Conference Center
15924 Air Cargo Lane, Ft. Myers, FL 33913

A site tour will occur immediately following the pre-submittal meeting
Remote attendance is not available for the pre-submittal meeting or the site tour
Participation is limited to 2 representatives per proposer

INQUIRIES/CLARIFICATION REQUEST DEADLINE
5:00 p.m., Wednesday, June 1, 2020

PROPOSALS DUE
2:00 p.m., Monday, June 15, 2020
NOTICE OF IMPORTANT SOLICITATION DATES

Lee County Port Authority (hereafter referred to as “Authority”) invites the submission of sealed proposals 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 Proposals (RFP). Solicitation documents are available electronically at https://flylcpa.ionwave.net/Login.aspx or by contacting the Purchasing Office.

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

PRE-SUBMITTAL MEETING

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

THIS PRE-SUBMITTAL MEETING AND THE SITE TOUR ARE MANDATORY. Attendance is required. Proposals submitted by firms not attending the mandatory pre-submittal meeting and the site tour will not be considered. Participation in the mandatory site tour will be limited to two representatives per Proposer.

The purpose of the pre-submittal meeting will be to discuss the requirements and objectives of this Request for Proposals and the tour is to view the areas to be serviced and the areas which house janitorial supplies and equipment. At the pre-submittal meeting the Authority will attempt to answer all questions received; however, no additions, deletions or modifications to the requirements stated herein will be made unless and until a written addendum to the Request for Proposals is issued by the Purchasing Office.

PUBLIC RECEIVING AND OPENING OF PROPOSALS

Sealed proposals must be received at the Southwest Florida International Airport, 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913-8899, no later than the time and date indicated on the cover page. Proposals will be publicly opened on the 3rd floor Administration Offices in the Airport Terminal building. Proposers, their authorized agents and other interested persons are invited to attend. Alternatively, the opening of proposals may be accessed remotely through the following link:

Remote Proposal Opening ID/Phone: Meeting ID meet.google.com/zuf-azqo-jzz
Phone Number (US)+1 617-675-4444 PIN: 6167115864910#

DEADLINE FOR CLARIFICATION REQUESTS

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

The Authority invites the submission of proposals from interested corporations, partnerships, and other legal entities authorized to do business in the state of Florida and experienced in providing the services described in this Request for Proposals. Proposers must meet the minimum qualifications and comply with the Instructions to Proposers contained in this Part A. The Authority intends to select a proposer who will provide cost efficient services and meet or exceed the current high standard of cleanliness and high level of customer satisfaction.

A.01 PUBLIC OPENING OF SEALED PROPOSALS
Sealed proposals will be publicly opened at the time and place specified in this Request for Proposals in the presence of Authority officials immediately upon expiration of the due date and time. Proposers, their authorized agents, and other interested person are invited to attend the public opening.

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

A.02 AMERICANS WITH DISABILITIES ACT NOTICE
The Authority will not discriminate against individuals with disabilities. Any person requiring special accommodations for attendance at the public opening, or any other meeting described herein, should contact the designated Purchasing Office representative listed on the cover page of this solicitation document at least five (5) days before the meeting.

A.03 SUBMISSION OF SEALED PROPOSALS
The contents of your sealed proposal package must include:

- One (1) original proposal -- clearly marked ‘Original’ and labeled with the proposing firm’s name and address; and,

- Six (6) identical hard copies -- clearly identifying the responding firm and 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 a discrepancy between the hard copy original and the paper copies and/or the electronic submittal, the hard copy original will govern. Proposers must submit the complete proposal in one sealed package clearly marked “RFP 20-45MMW: JANITORIAL SERVICES FOR SOUTHWEST FLORIDA INTERNATIONAL AIRPORT” with the return address of your company clearly marked on the outside.

Electronically submitted or faxed proposals will not be considered. All documents resulting from this competitive solicitation will become the sole property of the Authority.
Sealed proposals received after the stated time and date for the remote opening will not be considered. It is the sole responsibility of the proposer to submit their proposal to the Authority prior to the stated time and date for submission of proposals.

A.04 ACCESSING SOLICITATION DOCUMENTS AND ADDENDA

The Authority uses a third party provider, Ionwave, to distribute solicitation documents including addenda and award results. Interested parties may receive this information free of charge by registering at https://flylcpa.ionwave.net/Login.aspx or by contacting the designated Purchasing Office representative indicated on the cover page.

It is the responsibility of the Proposer, prior to submitting a proposal, to contact the Purchasing Office to determine if addenda to this RFP have been issued and, if issued, acknowledging and incorporating same into their proposal.

A.05 QUESTION AND CLARIFICATION PERIOD

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

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

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

A.06 ADDENDA

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

A.07 PROPOSAL EXPENSES

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

A.08 BINDING OFFER

A submitted proposal made pursuant to this Request for Proposals will be considered a binding offer to perform the required services, assuming the terms of an agreement
between the parties is satisfactorily negotiated. The submission of a proposal will be taken as prima facie evidence that the proposer has fully familiarized itself with the contents of this Request for Proposals. Proposals will be in force for a period of one hundred and eighty (180) days from the date of the public proposal opening.

A.09 RESERVATION OF RIGHTS
The Authority reserves the right to accept or reject any or all proposals; to select one or more proposal(s); to re-advertise this Request for Proposals; to postpone or cancel the procurement process related to this Request for Proposals; to waive irregularities in the procurement process or waive technicalities in the proposals submitted thereto; to request additional information and documentation; and to change or modify the RFP schedule or process outlined herein, at any time.

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

A.10 WITHDRAWAL OF PROPOSAL
Negligence on the part of any proposer in preparing its proposal confers no right of withdrawal or modification after the date and time fixed for the public opening. Any such withdrawn proposal may not be resubmitted.

A.11 FALSE OR MISLEADING STATEMENTS
Proposals which contain false or misleading statements or which provide references that do not support an attribute or condition claimed by the proposer, may be rejected. If, in the opinion of the Authority, such information was intended to mislead the Authority in its evaluation of the proposal and the attribute, condition, or capability is a requirement of this Request for Proposals, such proposer will be disqualified from consideration and may be disqualified from submitting a response to future solicitation opportunities.

A.12 JOINT VENTURES
Proposers intending to submit a proposal as a joint venture with another entity are required to 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.13 NO LOBBYING
Proposers are hereby placed on notice that the Lee County Port Authority Board of Port Commissioners, members of the Airports Special Management Committee and all Authority employees (with the exception of the designated Purchasing Office contact) are not to be lobbied, either individually or collectively, regarding this Request for Proposals. After the issuance of this solicitation, no prospective Proposer will contact or communicate with or discuss any matter relating in any way to this solicitation with any Authority officers, agents or employees except for the designated Purchasing Office contact. This prohibition includes copying all such persons on written communications (including email correspondence) but does not apply to presentations made to Staff Evaluation Committees or at a Board of Port Commissioners meeting or Airports Special Management Committee meetings when the commission or committee is considering approval of a proposed agreement or purchase order. This requirement ends upon final execution of the agreement or purchase order or at the
time the solicitation is cancelled.

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

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

A.14 LOCAL VENDOR PREFERENCE
It is the intent of the Board of Port Commissioners to establish an optional preference for local firms when facts and circumstances warrant that the Authority may grant such a preference. It is not the intent of the Board of Port Commissioners to prohibit, exclude, or discourage persons, firms, businesses, or corporations that are non-local from providing goods and services to the Authority as part of the procurement process. All potential respondents, Authority staff, and the Airport Special Management Committee are advised that the Board of Port Commissioners encourages award of contracts to local providers when possible to foster the economic growth of the local community. In order to maintain grant eligibility for work performed in accordance with any resulting agreement, and to obtain future state and/or federal funds, a local preference does not apply to this competitive solicitation.

A.15 SCRUTINIZED COMPANIES
The Authority will have the option to immediately terminate any agreement resulting from this Request for Proposals, in the exercise of its sole discretion, if a proposer is found to have submitted a false certification under Section 287.135(5) F.S. or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Section 215.473 Florida Statutes; is engaged in business operations in Cuba or Syria; or, has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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

A.16 PUBLIC ENTITY CRIMES
In accordance with Florida Statute 287.133, a person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity on a contract; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

To ensure compliance with the foregoing, proposers must certify by submission of the enclosed public entity crimes certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state or federal entity, department or agency.
A.17 NONDISCRIMINATION
Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21; Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964; the Restoration Action of 1987; and the Florida Civil Rights Act of 1992, as said regulations may be amended, the successful Proposer must assure that “no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” and in the selection and retention of subcontractors and/or sub-consultants, including procurements of materials and leases of equipment. The successful proposer will not participate directly or indirectly in discrimination prohibited by the act and applicable regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

A.18 GENERAL CIVIL RIGHTS
The successful proposer must comply with pertinent statute and executive orders as such rules are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, religion, marital status or disability, be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision binds the successful proposer and its subcontractors from the solicitation period through completion of the agreement. This provision is in addition to the provisions required by Title VI of the Civil Rights Act of 1964.

A.19 PUBLIC RECORDS:
Proposals made pursuant to this Request for Proposals are public records available for inspection by the public upon issuance of the Authority's notice of intended decision or thirty (30) days after the public opening, whichever is sooner, pursuant to Florida Statute, Section 119.071. If the Authority rejects all proposals and concurrently notices its intent to reissue the solicitation, the rejected proposals are exempt from public disclosure until the Authority provides notice of an intended decision concerning the reissued solicitation or until the Authority withdraws the reissued solicitation. A proposal is not exempt for longer than twelve (12) months after the initial notice of rejection of all proposals. Pursuant to Florida Statute, Section 119.0701, to the extent a successful proposer is performing services on behalf of the Authority, successful proposer must:

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

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

3) Ensure that the public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the agreement and following completion of the agreement if the successful Proposer does not transfer the
4) Upon completion of the agreement, transfer, at no cost to the Authority, all public records in its possession or keep and maintain public records required by the Authority to perform the service. If the successful proposer transfers all public records to the Authority at the completion of the agreement, the successful Proposer must destroy any duplicate records that are exempt from public disclosure requirements. If the successful proposer keeps any public records, it must meet all requirements for maintaining and retaining public records. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority.

A.20 TRADE SECRETS
The Authority is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as a part of a response to this Request for Proposals are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Designation of an entire proposal as ‘trade secret’, ‘proprietary’ or ‘confidential’ is not permitted and may result in a determination that the proposal is nonresponsive and therefore the proposal will not be evaluated or considered.

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

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

1) Trade secret requests made after opening will not be considered. However, the Authority reserves the right to clarify the proposer’s request for a trade secret at any time; and,

2) 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 proposer’s proposal, the proposer, at its sole expense, will be responsible for defending its determination that the submitted material is a trade secret and is not subject to disclosure. Action by proposer in response to notice from the Authority will be taken immediately, but no later than 10 calendar days from the date of notification or proposer will be deemed to have waived the trade secret designation of the materials.

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

A.21 GOVERNING LAWS/RULES/REGULATIONS
The successful proposer will be solely responsible for obtaining and maintaining all state, federal and local licenses required to perform the scope of services. The proposer will ensure compliance with all laws, rules, codes, ordinances and licensing requirements that are applicable to the conduct of its business, including those of federal, state and local agencies having jurisdiction and authority.

A.22 AGREEMENT
The successful proposer will be required to enter into an agreement containing the terms and conditions set forth in this Request for Proposals and the resulting successful proposer’s proposal where alternatives provide best value, are desirable to the Authority, and the parties agree to such terms.

A.23 NONEXCLUSIVITY OF AGREEMENT
By responding to this Request for Proposals any selected proposer understands and agrees that any resulting contractual relationship is nonexclusive and that the Authority reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the Authority.

A.24 AVAILABILITY OF PERSONNEL
Personnel described in the proposal must be available to perform the services as described. All personnel will be considered to be employees or agents of the proposer and not employees or agents of the Authority.

A.25 UTILIZATION OF AGREEMENT BY OTHER GOVERNMENTAL ENTITIES
If mutually agreeable to the successful proposer, other governmental entities may desire to utilize, i.e., piggyback, the resulting agreement, if any, subject to the rules and regulations of that governmental entity. The Authority accepts no responsibility for other agreements entered into utilizing this method.

A.26 ASSIGNMENT OF AGREEMENT
The successful proposer may not assign any agreement resulting from this Request for Proposals without the prior written approval of the Authority.

A.27 FINANCIAL STABILITY
The successful proposer is required to demonstrate financial stability as evaluated at the sole discretion of the Authority.

A.28 AUDITABLE RECORDS
The successful proposer that is awarded an agreement to provide services pursuant to this RFP must maintain auditable records adequate to account for all receipts and expenditures, and to document compliance with the agreement. These records will be kept in accordance with generally accepted accounting methods. The Authority reserves the right to determine the record keeping methods in the event of non-conformity. These records will be maintained for five years after the expiration or termination of the agreement and will be readily available for inspection upon reasonable notice.
A.29 **TERMINATION**

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

**END OF PART A**
PART B
SCOPE OF SERVICES

B.01 PORT AUTHORITY INFORMATION
The Lee County Port Authority operates Southwest Florida International Airport (RSW), an award-winning medium-hub commercial service airport located in Fort Myers, Florida. RSW served more than 10.2 million passengers in 2019 and has an annual economic impact of more than 8.4 billion. It is one of the top 50 airports in the United States for passenger traffic with fourteen airlines providing nonstop service throughout the United States, as well as 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.

The airport terminal building is nearly 800,000 square feet with three concourses served by a dual roadway system and a three story parking garage. There is also an adjacent rental car facility with 10 rental car companies.

Data regarding monthly total passenger traffic from 2009 to 2019 is included as Exhibit A, attached.

Additional information about RSW is available online at www.flylcpa.com.

B.02 SERVICE PROVIDER AGREEMENT
The successful proposer will be required to execute a Service Provider Agreement to furnish and perform the services as described herein, subject to the successful negotiation of terms by the parties. Regardless of such negotiations, the terms of the negotiated Service Provider Agreement will not materially alter key terms and provisions of this RFP, as may be amended by any addendum issued to this RFP. The Authority intends to enter into an agreement that is substantially similar to the draft Service Provider Agreement attached herein as an exhibit. The Authority reserves the right to revise the draft agreement as it deems appropriate to reflect this Request for Proposals, as well as any addenda issued, the selected proposer’s proposal, and associated contract terms and conditions which may be negotiated and agreed to by the parties.

B.03 TERM OF SERVICE PROVIDER AGREEMENT
The Authority intends to enter into a Service Provider Agreement with the successful proposer to provide janitorial services for a period of five (5) years. The Authority may reserve the option to extend the term of the agreement for two (2) additional twenty-four month terms, under such terms as the Authority may dictate and the successful proposer may accept. If the Authority exercises both options the total term of the agreement will be nine (9) years. However, the Authority reserves the right to negotiate the duration of the term of the agreement and any successive extension options.

B.04 INTRODUCTION TO THE SCOPE OF SERVICES
The Authority is very proud of the first class airport with attractive terminal facilities it operates in Southwest Florida. The Authority desires to partner with a qualified and experienced proposer to ensure proper and satisfactory janitorial maintenance of Authority buildings which in turn affords the traveling public a pleasant experience and
a favorable impression of the Southwest Florida International Airport and the Fort Myers, Florida area.

The Authority invites proposals from qualified and experienced proposers with demonstrated expertise and success in providing janitorial services at facilities that are similar in size, scope and use. Proposals must detail a performance based cleaning service plan to provide complete janitorial services that are cost efficient and meet or exceed the cleanliness standards set forth herein.

The successful proposer will be required to comply with all federal, state and local laws, executive orders, rules and regulations applicable to the provision of janitorial services and must keep all licenses required to perform the Services active throughout the duration of any contract resulting from this RFP.

The Authority reserves the right to inspect Provider’s books and records during normal business hours that pertain to the costs incurred in the performance of the Services under the service provider agreement.

B.05 PERFORMANCE BASED CLEANING
The services to be provided by the successful proposer, hereinafter referred to as “Provider” will be considered completely performance based. The requirements set forth in this RFP are considered the minimum requirements which must be consistently met in order to provide janitorial services to the satisfaction of the Authority.

Janitorial services must be performed in strict accordance with the scope of services and must meet or exceed the minimum cleaning standards described in Exhibit B, Minimum Cleaning Standards, with minimal monitoring by the Authority, regardless of the number of personnel or hours needed for the Provider to ensure sanitary and polished results at all times. The Authority expects the Provider to make adjustments to the Cleaning Schedule as both the Authority and Provider deem necessary to meet the minimum cleaning standards, at no additional cost to Authority.

Provider will furnish all labor, cleaning agents, materials, supplies, equipment, tools, transportation, uniforms and any other items or services necessary to coordinate, supervise, administer and perform janitorial services 24 hours per day, 365 days per year.

Quality performance must be consistently delivered throughout the term of the Contract.

Exhibits F, G1, G2, G3 and G4 set forth the methods, techniques, supplies, procedures, and cleaning frequencies currently being used at the Airport which have resulted in satisfactorily maintaining the performance levels indicated in Exhibit B, Minimum Cleaning Standards. The Authority understands that cleaning methodologies may vary. Proposers must specify in their proposal any alternative methods, techniques, supplies, procedures and/or frequencies they would employ to meet or exceed the Minimum Cleaning Standards set forth in Exhibit B.

From time to time the Authority may conduct random janitorial cleaning effectiveness assessments that include soliciting feedback from occupants of Authority facilities and the general public regarding the consistent cleanliness of the areas the Provider is
responsible to maintain. The Authority may make assessments using surveys and a complaint system. The results of any assessment performed by the Authority will be reviewed with the Provider. The Provider is required to address each issue identified in the assessment and immediately perform necessary corrective action(s) which may include one or more of the following tasks: modifying the Cleaning Plan, Cleaning Schedule, Cleaning Agents, materials, supplies, equipment, and/or conducting personnel training. All findings must be corrected in a timely manner.

B.06 DEFINITIONS

Airport: The Southwest Florida International Airport, airport code RSW, located in Fort Myers, FL.

Airport Terminal: The main terminal building consisting of three levels to which three concourses are attached and directly across the roadway is the three-story parking garage and rental car facility.

Airport Terminal Facilities: Area encompassing the Airport Terminal, the Concourses, and all Outbuildings.

Authority: The Lee County Port Authority, a dependent special district of the State of Florida.

Authority Business Days and Hours: Monday through Friday, 8:30 a.m. to 5:00 p.m., Eastern Standard Time with the exception of Authority holidays.

Clean: Free from dirt, marks, odors, stains or sediment.

Cleanable Square Footage: Areas within the Airport Terminal and outbuilding facilities that are assigned by Authority for cleaning by Provider as detailed in Exhibit E1, Cleanable Square Footage.

Cleaning Agents: Includes all chemical materials such as liquids, powders, sprays, pastes or granules used to clean the Facilities.

Cleaning Plan: An annual plan that details all Routine Cleaning and Project Cleaning that includes, at a minimum, specific tasks, frequencies, Cleanable Square Footage, staffing, shift breakout, peak period plan, Cleaning Agents, materials, equipment and supplies required to achieve complete Airport Terminal Facilities cleaning.

Cleaning Schedule: A detailed monthly schedule to accomplish all tasks identified in the Cleaning Plan and also includes a plan for peak periods.

Computerized Maintenance Management System (CMMS): The Authority’s work order system that the Provider will use to enter all work orders for maintenance or repair of items that are broken, defective, or in need of replacement.

Concourses: The area consisting of two levels, connected to the Main Terminal through which passenger aircraft are loaded or unloaded. The Airport has three (3) Concourses, designated B, C, and D. In addition, level one of each Concourse contains tenant operational offices as well as Authority office and work spaces.

Contract: The service provider agreement, including all exhibits, schedules,
subsequent amendments and attachments thereto, executed by and between the Authority and the Provider.

**Contract Compliance Administrator:** The Authority’s representative responsible to ensure Provider’s compliance with the terms of the Contract.

**Contract Management:** The Authority department responsible for the administration of the Contract.

**Contract Senior Manager:** Authority’s senior-level manager responsible for all matters regarding the Contract.

**Corporate Representative:** The individual located at the Provider’s corporate headquarters who is responsible for monitoring the Contract and coordinating support at the corporate level to ensure compliance with the terms and conditions of the Contract.

**Emergency Calls:** Calls received by the Provider for the purpose of reporting issues that affect, or may affect a person’s life, health and/or safety, and which require immediate response by the Provider.

**Extra Work:** Cleaning tasks not considered Routine Cleaning and Project Cleaning.

**FIDS:** Flight Information Displays providing daily flight arrival and departure information including times, gates and baggage belt locations.

**Janitorial Services (Services):** The Services to be performed by the Provider at the Airport pursuant to the Contract.

**Main Terminal:** The three-level terminal building at the Airport that contains: Level 1-baggage claim, Airport Police Department, and Federal Inspection Services, Level 2-airline ticket counters and concessionaires, and Level 3-Authority administrative offices.

**Outbuildings:** Buildings on Airport property requiring Services, including but not limited to the airport support facility; Airport Rescue and Firefighting Station; airfield and grounds shop; maintenance field shop; parking garage; rental car facility; Training and Conference Center; vehicle maintenance facility; warehouse, commercial & ground transportation building, and the chiller building.

**Pay Application:** A written request submitted on a monthly basis by the Provider to request compensation for services rendered.

**Personnel:** Individuals who are directly employed or contracted by Provider to perform the Services at the Airport pursuant to the Contract.

**Project Work:** Deep cleaning tasks that may interfere with daily operations if attempted on Authority Business Days, as further described in Exhibit G2, Procedures for Project Work.

**Provider:** The successful proposer that enters into a Contract with the Authority to provide Services pursuant to this Request for Proposals.
Routine Cleaning: Tasks performed on a regular basis to maintain the acceptable appearance of the Airport Terminal, as further described in Exhibit G1, Standard Procedures for Routine Cleaning.

RSW: Southwest Florida International Airport.

Parking Garage: The second and third levels across from the Main Terminal that are used for public parking.

Site Manager: The individual designated by the Provider to exclusively manage and oversee the performance of all Services at the Airport.

Task Authorization: A form used to order Extra Work that defines the work being requested and the cost associated with completing the Extra Work. A Task Authorization requires approval by the Authority before any Extra Work may commence.

TSA: The U.S. Department of Homeland Security Transportation Security Administration, or any successor thereto.

Work Order: A documented request that is issued by the Authority to the Provider for cleaning that is included in Routine Cleaning or Project Cleaning, or is Extra Work, but has not been previously scheduled.

B.07 SERVICE LOCATIONS
The following list identifies the facilities and areas that require routine Janitorial Services:

- public areas of the terminal building
- Authority controlled offices and service areas
- all passenger boarding bridges
- Authority controlled areas for the common use of all airlines
- TSA screening checkpoints
- rental car building and adjacent exterior walkways
- parking garage entryways, elevator landings, and primary stairwells
- designated terminal front sidewalks, pedestrian bridges, and walkways
- designated area of the Air Operations Area (AOA) 10’ out from perimeter sidewalks
- trash corral
- vehicle maintenance facility
- training and conference center
- airport maintenance field shop
- airfield and grounds shop
- Airport Rescue and Firefighting station #92
- commercial & ground transportation building
- chiller building

Work areas with square footage measurements are depicted in Exhibit E1 – E18, Cleanable Square Footage, Various Floor Surfaces, and Facilities Maps.

The Authority is in the planning phase of a terminal expansion project at RSW which will result in major renovations to the central terminal infrastructure and the TSA
security screening checkpoints. While a plan and timeline for the project is being developed now, it is subject to fluctuation. The Authority may add this service location to the Contract through a contract amendment provided the Authority and the Provider can agree on the pricing, terms and conditions related to the performance of the additional Services. The Authority reserves the right to have services performed by a third party or through a separate agreement with Provider.

The Authority reserves the right to add or delete service locations, buildings and/or to increase or decrease square footage of areas to the Cleanable Square Footage and modify Routine Cleaning or Project Cleaning requirements resulting from changes in passenger count, passenger services and/or other incidences that, in Authority’s opinion, require modification to this Article. The Authority further reserves the right to change cleaning days and times, and to change the type of services required at any location or in any areas at any time during the term of the Contract. Payment will be adjusted in accordance with the contracted unit pricing.

Neither the Provider nor any of its employees may perform any Janitorial Services at the Airport for a terminal area tenant, unless in an exceptional instance and approved in advance and in writing by the Authority. Unless specifically set forth herein, areas under exclusive lease to airport tenants; such as airlines, rental car agencies, concessionaires, Transportation Security Administration, and the Visitor Convention Bureau, are excluded from the Routine Work Areas, unless an exception is made expressly by the Authority for a specific task or project.

**B.08 CONVENIENCES**

The Authority will provide storage areas, janitorial closets, office space and space for personnel breaks within the Airport. The storage areas will be sufficient to store a one month supply of expendable items such as paper towels and toilet tissue, cleaning supplies and equipment. All assigned areas must be kept clean and orderly by Provider.

The Authority will be responsible for providing internet connection, office phone lines, electricity and water generally available as necessary to perform the Services, at no cost to Provider.

The Authority will provide designated parking for the Provider’s Personnel at no cost to the Provider. Parking is only for employees directly and actively engaged in performing work under the Contract. Transportation between designated parking areas and the terminal may involve shuttle services furnished by the Authority.

**B.09 CONTRACT COMPLIANCE ADMINISTRATOR**

The Authority will designate a Contract Compliance Administrator responsible for performing the following:

- Facility inspections to include: random, unscheduled and full inspections as well as inspections made in response to customer complaints. The Authority may adopt a change to inspection methods at any time and increase or decrease the degree of inspections based upon contract modifications, lessons learned, technological changes, inspection documentation and changes to Provider’s quality control program.
• The day-to-day communication with Provider’s team.

• Working with the Provider to plan Routine Cleaning work schedules and Project Work in such a way that it achieves maximum coverage and is uniformly distributed throughout the year. The Provider must be able to clean without undue hindrance to the public during periods of increased operational demand. Seasonality as well as constantly changing flight times must be a considered by the Provider when scheduling Personnel. Daily flights can be viewed on FIDS located throughout the airport.

• Monitoring, interpreting and overseeing Provider’s work with regard to, but not limited to, quality of work performed, the manner of performance, rate of progress of the work, acceptability of Cleaning Agents, materials, supplies and equipment, compliance with minimum cleaning standards and Authority satisfaction with performance levels.

• Authorizing minor changes or alterations in the work not involving extra costs and not inconsistent with the overall intent of the Contract.

• Reporting any issue that cannot be resolved with Provider to the Contract Senior Manager for final determination.

B.10 PROVIDER’S REPRESENTATIVES

A. Corporate Representative. Provider will designate a Corporate Representative to be responsible for monitoring performance of the Services and coordinating support at the corporate level to ensure full contract compliance at all times.

Provider must not remove or replace the Corporate Representative without approval of Authority. The Corporate Representative must respond to any concerns from Authority with respect to performance of the Janitorial Services and any terms and conditions of the Contract. The Corporate Representative must be available by phone during normal business hours and will respond to the site as needed to discuss and determine the appropriate action needed to address the Authority’s concerns.

B. Site Manager. Provider must designate a Site Manager to oversee and manage the routine and regular provision of Janitorial Services. Provider must not remove the Site Manager from overseeing and managing the Janitorial Services without informing the Authority of the change, unless the removal is due to incapacity, voluntary termination, or termination for cause and such advance notice is not possible or at the request of the Authority. Any proposed replacement should have equal or greater qualifications and experience than the Site Manager being replaced.

The Authority reserves the right to require the immediate termination of any Personnel as determined by the Authority, including the immediate termination/replacement of the Site Manager. Provider will appoint an Authority approved interim Site Manager until a permanent replacement is identified by Provider.

B.11 PERSONNEL

Provider must ensure all Personnel, including subcontractors adhere to the following
requirements:

- Abide by all state and federal regulations pertaining to the wages and hours of its employees, to include, but not be limited to, the Florida Human Relations Act, the Federal National Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

- Abide by Lee County Ordinance 94-09, as amended, the Airport Rules & Regulations Ordinance.

- Maintain a drug-free workplace within the meaning of the Florida Drug-Free Workplace Act and require employees to be drug tested upon reasonable suspicion of drug use.

- Ensure its officers, Personnel, guests, subcontractors, and those doing business with Provider comply with the rules and regulations of Authority.

- Maintain an updated list of Personnel with the names, hire dates and position of employees who perform duties associated with the Contract.

- Maintain sufficient staffing levels to provide the highest level of Janitorial Services at the Airport and provide adequate supervision and inspections to assure that Personnel are correctly performing the work. Provider must ensure that there is no inefficiency between shift changes by monitoring employees closely during those times. Shift changes must occur in a smooth and professional manner.

- Provider will be required to provide an effective staffing plan that includes an On-Site Manager who is present five (5) days per week. Provider must identify details in the staffing plan describing the shift supervision, project supervision, and quality control responsibilities and assignments.

- Pay any fines levied against the Airport and Authority caused by the activities of its Personnel, at no cost to Authority.

- Ensure Personnel possess a valid Florida driver's license if operating a motor vehicle on Airport roadways, be covered by Provider's insurance and receive Authority vehicle area training, as applicable

- Ensure Personnel are Airport security badged and meet all Authority and Homeland Security requirements. Additionally, certain Personnel will have authorized access to service the Customs and Border Protection international arrivals processing areas. Such Personnel must comply with all requirements prescribed by the Customs and Border Protection.

- Control Airport security badges issued to Personnel and pay all associated costs, fines and fees at no cost to Authority. An individual who quits or is terminated must return their security badge to Authority within one week of separation or termination. Notification of employee's change of status must be reported to the Authority badging office immediately. No Personnel will be allowed to work at the Airport Terminal Facilities without a valid security badge. In cases where verification of an employee’s background is difficult or impossible, the individual
may NOT be hired on a temporary basis.

- Be solely responsible for the safety, conduct and performance of its employees and take all necessary steps to terminate employees who participate in acts of misconduct. Immediately, upon written notice by Authority, Provider will remove from its payroll at the Airport, any employee who participates in unsafe and/or illegal acts, who violates Authority rules and regulations or who, in the opinion of Provider or Authority, is otherwise detrimental to the public.

- Repair any property damage caused by Personnel through abuse, neglect, or misuse of equipment or supplies and considered other than normal wear and tear, at no cost to Authority.

- Maintain written job procedures and work methods for Personnel and provide a copy of such to Contract Management, as well as any updates as generated.

**B.12 PERSONNEL CONDUCT**

The Provider must develop and implement general rules for employee conduct that instruct Personnel to:

- Be clean and neat and presentable.

- Interact with Airport Terminal Facilities users in a polite and professional manner and be able to communicate effectively to carry out assigned job requirements.

- Comply with the Authority rules and regulations, and comply with Provider’s general rules for employee conduct.

- Not use improper language or act in a loud, boisterous or improper manner.

- Not sit down, take breaks, or otherwise loiter in public areas of the Airport Terminal Facilities while in uniform.

- Not use personal cellular devices during working hours.

- Immediately turn in all items of value found in the Airport Terminal Facilities to Authority’s Lost and Found Department.

- Not solicit or accept, for any reason whatsoever, any gratuity from the passengers, tenants, customers, or other persons using the Airport Terminal Facilities.

- Complete an initial training program and annual refresher training on the duties, responsibilities, and technical aspects of assigned job responsibilities to safely and efficiently provide the Janitorial Services.

- Wear personal protective equipment (PPE) when performing all work at the Airport Terminal Facilities, as applicable.

The general rules for employee conduct will be made part of the Contract and will be reviewed from time to time by Contract Management for modifications, as necessary.
The Authority will establish standards that Provider’s employees must meet in order to be permitted access to areas that are deemed sensitive by Authority.

**B.13 UNIFORMS**
The Provider and its subcontractors are required to wear Authority approved uniforms while on duty. Uniforms must be clean and well maintained. Permanently stained, torn, disheveled or unsightly uniforms must be replaced immediately. Employees that fail to wear the approved uniform in a proper manner during work hours must be removed from the Airport terminal Facilities at once.

Managerial personnel are expected to wear generally accepted business casual attire.

Designated staff performing Project Cleaning may wear modified uniforms suitable for the task at hand.

Provider must require employees and subcontractors that are assigned to work at the curbside, along the drive or near vehicular traffic, to wear a bright orange reflective safety vest. This vest will be worn on the outside of any other clothing worn by the employee at all times while working these areas.

Provider must provide a winter jacket to employees assigned to work outside. The color and style must be tasteful and conform to the identification requirements for uniform shirts.

Subcontractor uniforms and vehicles must be clean and clearly identified with company logo and name.

Personnel and subcontractor uniforms must include a company identification insignia with the employee name on the uniform or on a badge worn on the uniform.

**B.14 KEYS**
The Authority is responsible for the initial issuance of access keys required for all spaces covered under the Contract.

The Provider must:
- properly secure Authority keys at all times;
- ensure Authority keys are not removed from Airport property;
- keep keys not in use in a locked box;
- restrict access to keys to essential Personnel only;
- keep a written log of persons having Authority keys and combinations.
- be responsible for all costs associated with replacing missing keys and/or installing new locks as a result of lost or misplaced keys. Cost must be reimbursed to the Authority by the Provider within thirty (30) days of the date the expense is incurred, or the expense will be withheld from any payment due the Provider.

**B.15 SITE MANAGER**
The Site Manager will be assigned to work exclusively as the full time Site Manager and supervisor of the Contract and must not be responsible for cleaning, maintaining,
The responsibilities of the Site Manager include, but are not limited to:

- Communicate regularly with the Authority.
- Be on-site at the Airport Terminal Facilities a minimum of 5 days & 40 hours per week.
- Designate a management representative to be available to respond to Authority needs 24 hours per day, seven days per week.
- Oversee and manage all day-to-day Janitorial Services requirements ensuring that all performance requirements are met.
- Be responsible for the overall daily management and supervision of all maintenance and repairs to Provider’s equipment, training, subcontractors, scheduling of Personnel, and inspection of all work.
- Be very knowledgeable of janitorial procedures and practices especially in the correct, effective and safe use of all the required Cleaning Agents, janitorial equipment, cleaning techniques, and supplies required to service the Contract.
- Act as liaison with Authority on all Contract matters.
- Be available for immediate communication with Authority by carrying a working cellular phone.
- Promptly notify the Authority of any needed repairs or damages to the Airport Terminal Facilities and its furnishings, fixtures and appurtenances.
- The Authority reserves the right to approve persons proposed as replacements for the Site Manager, such approval will not be unreasonably withheld.

**B.16 EQUIPMENT AND VEHICLES**

The Provider must provide equipment and vehicles as necessary to meet the performance requirements of the Contract at no additional cost to the Authority. Only equipment in good working order may be utilized in the performance of Services. Equipment in service is subject to spot checks by Contract Management at any time, with or without notice.

Vehicle registration, insurance, and maintenance is the responsibility of the Provider at no additional cost to the Authority.

For informational purposes only, Exhibit F, Current Equipment List, identifies a list of equipment being utilized by the current provider under the existing agreement as of the date of the release of this RFP. The Authority intends to surplus all equipment listed in Exhibit F upon expiration or termination of the current agreement.

The Provider will be responsible for maintaining all equipment in good, clean, and functional operating condition at all times. The Provider bears all risk of loss, damage
or theft.

Provider must require personnel to use all equipment in strict compliance with all applicable federal, state and local environmental and safety laws and regulations.

B.17 STORAGE PLAN

The Provider must develop and maintain a detailed storage plan that addresses safe storage of Cleaning Agents, materials, supplies, tools and equipment in accordance with manufacturer specifications and applicable laws.

Provider must keep assigned storage spaces neat, clean, in good repair and in compliance with all applicable regulations, codes, manufacturer requirements and Airport regulations regarding storage of Cleaning Agents, supplies, materials and equipment.

B.18 CLEANING AGENTS, MATERIALS, SUPPLIES AND EQUIPMENT

Cleaning Agents, materials, supplies and equipment are to be furnished by the Provider.

The Authority reserves the right to establish the minimum specifications for all supplies. Additionally, Authority may require the purchase and use of specific brands if necessary to retain warranties. Exhibit G3, Cleaning Supply Specifications & Historical Usage specifies descriptions and/or suitable brand types.

The Provider is required to submit a list of proposed Cleaning Agents, supplies, materials and equipment to Contract Management at least 30 days prior to the start date of Services. The list must include the product name, brand name, model number (if applicable), and catalog reference (name of catalog and item number). A copy of the MSDS sheet must be attached to the list for each Cleaning Agent. The list and each MSDS must be kept current during the term of the Contract.

The Provider must maintain a minimum 30-day inventory supply level based on supplies and quantities listed in Exhibit G3, Cleaning Supply Specifications & Historical Usage, at all times. The minimum required amount of inventory may be adjusted by the Contract Management if necessary due to storage limitations.

Provider must require Personnel to use all Cleaning Agents, supplies, and materials in strict compliance with all applicable federal, state and local environmental and safety laws and regulations.

The Provider is required to perform Services in a manner that ensures the safety of its employees, and employees at, and users of, the Airport Terminal Facilities and the protection of property from claims related to the cleaning agents, materials, supplies and equipment furnished and used under the terms and conditions of the Contract.

Chemicals containing ammonia, chlorine, bleach, or powdered abrasive cleaners should be used sparingly, judiciously, and applied in a quantity and using a method which does not produce noxious odors that are offensive to Airport Terminal Facility occupants.
Liquid cleaning supplies are to be in one-gallon plastic containers. The container must be properly marked with the EPA-approved label, including all warnings and antidote requirements. The plastic containers must not be reused. All containers used on janitorial carts must contain proper labeling and warning cautions.

The Authority may review and regularly inspect Cleaning Agents, materials, and supplies and, as necessary, obtain samples and/or conduct independent testing to verify the effectiveness of Cleaning Agents, materials and equipment and the accuracy of the material safety data sheets (MSDS).

Testing may be conducted by a third party. If inspections and/or testing identify Cleaning Agents, materials, supplies and/or equipment that, in Authority’s opinion, do not provide effective sanitation or cleanliness or are not performing properly, Authority may require the Provider to use alternate Cleaning Agents, materials, supplies or equipment which meets Authority’s standards at no additional cost to Authority.

B.19 MANAGEMENT AND DISPOSAL OF CHEMICAL WASTE
Provider is responsible for the management and disposal of all chemical wastes and other wastes that are generated through Provider’s cleaning actions. Provider is restricted from disposal of any chemical wasted in the sanitary system, and will be solely responsible for the costs associated with such disposal. Solid wastes that exhibit no hazardous characteristics or contamination by regulated substances may be disposed of responsibly in available on-site Authority receptacles or dumpsters.

Recyclable materials should be collected and disposed of per the guidelines in Exhibit B, Minimum Cleaning Standards. No waste materials or effluent may be discharged outdoors or to Authority’s storm water sewer system. Only wastewaters suitable for discharge to the sanitary sewer will be allowable. All sanitary sewer discharges will comply with Authority regulations.

B.20 REQUIRED PLANS AND REPORTING
The Provider will develop, maintain, update and provide the required plans and reports as detailed below in sufficient detail that will allow the Authority to determine that Provider is in full compliance with all of the requirements of the Contract and all applicable laws. All plans and reports and any other records and documentation provided to Authority will become the property of Authority.

A. Cleaning Plan. Proposers must submit an initial Cleaning Plan with their proposal. The successful proposer must provide a final Cleaning Plan at least thirty (30) days prior to the Contract start date. The Cleaning Plan is subject to Authority approval. The Cleaning Plan will be updated periodically upon agreement of the Site Manager and the Authority and must be provided to the Authority immediately upon request.

B. Cleaning Schedule. This detailed monthly schedule identifies all tasks to be accomplished in the Cleaning Plan. The Provider must update this schedule on a daily basis to reflect changes in the schedule for the next day. The updated schedule must be provided to Contract Management by 8:00 a.m. every day.

Janitorial services will be scheduled and completed in such a way that they do not
disrupt the functions and normal day-to-day operations of the Airport.

Routine Cleaning and Project Cleaning will be scheduled to achieve maximum coverage and will be uniformly distributed throughout the year. Provider must coordinate activities with the Authority and adjust these activities as necessary to accommodate projects, passenger count fluctuations (season) and ultimately not interfere with day to day airport operations.

Provider must perform the majority of Project Cleaning and detailed Routine Cleaning on the third shift with the exception of those tasks authorized by Contract Management to be completed during first and second shifts.

Shutdowns for Routine Cleaning and Project Cleaning will be included in the Cleaning Schedule and coordinated with the Authority to insure there is no interference with passengers or other ongoing work that may be in progress or occurring concurrently. The Provider is required to coordinate the need to shut down any areas with the Contract Compliance Administrator.

During periods of high passenger volume the Cleaning Schedule will be augmented as necessary to ensure adequate coverage of the airside restrooms every day during 5:00 a.m. – 11:00 p.m. or as determined by the Authority. Periods of increased volume are indicated on historical monthly passenger reports provided in Exhibit A, Passenger Traffic 2009-2019. Routine viewing of FIDS should be utilized for up-to-date daily flight information.

C. Facility and Restroom Inspection Report. The Provider must perform a facility and restroom inspection evaluation at the end of each shift. Documentation of each inspection will be made in a daily facility and restroom inspection report. This report must be available for review by the Contract Management immediately upon request.

D. Daily Report. The Provider is required to maintain a daily report of the day's events, submitting the report prior to 8:00 a.m. the next morning by email to Contract Management. At a minimum, the report must include:

- Specific Routine Cleaning tasks that were not fully completed.
- Project Cleaning tasks that were not fully completed.
- Quality Control Program Summary.
- Police incidents involving Personnel.
- Hazmat incidents involving Personnel and the general public.
- Accident/incident involving Personnel and/or the general public.
- Damage to any person, property or personal property caused by Personnel or others.
• Items turned in to the Authority Lost and Found. All items found must be turned in no later than the end of the finder’s shift.

• Log of all calls to and from the Airport Communication Center.

E. Monthly Report. The Provider is required to submit to Contract Management, a monthly report that includes, at a minimum, the following:

• A detailed list of Project Cleaning completed during the previous month in accordance with the Cleaning Plan and Cleaning Schedule and any incomplete or outstanding Work Orders.

• A detailed list of work not completed with an explanation as to why the work was not completed and a corrective action plan that includes recommendations for future prevention if warranted.

• Recommendations for proposed Project Cleaning or recommendations to update or modify procedures or requirements for specific Project Cleaning work.

• Current inventory of equipment with condition of equipment and current maintenance log.

• A list of complaints received including details identifying the complainant, the date of the complaint, how the complaint was received and the type and date of corrective action taken and recommendations to prevent reoccurrence, if applicable.

• Detailed list of "Emergency" calls. Emergency calls are defined as calls reporting issues that affect, or may affect a person’s life, health and/or safety. Such calls must be responded to immediately, remediated and documented. All Emergency calls completed by the normally assigned staff will be at no additional cost to Authority.

• Personnel information for the Provider and each subcontractor including:
  o The total number of Personnel.
  o The total number of part-time Personnel.
  o The total number of full-time Personnel.
  o List of key staff with title and phone numbers.

B.21 TECHNOLOGY
The Provider is required to furnish operable cellular telephones to its managers and supervisors to be carried at all times while on duty at the Airport to ensure direct communication with Authority. The phone numbers are to be filed and maintained with Authority and updated as necessary.

The Provider will furnish a sufficient quantity and quality of personal computers, tablets, or related devices to accommodate administrative, quality control program,
Work Order request, accounting and/or other program functions as necessary to maintain records and data; internet access and e-mail capability for management and supervisory staff, and to produce documents, reports and invoices pertaining to the Services provided pursuant to the Contract.

The Provider must furnish the following automated technology with the minimum functionality listed:

- A janitorial services Work Order platform that is accessible and editable via mobile devices (i.e., IOS or Android devices) allowing the Authority mobile, on-site entries, photo attachments, status updates, and tracking of the Quality Control Program.

- Employ a solution that automatically tracks public restroom patron frequency of use and allows the janitorial staff the means to log their cleaning activity (time-date stamped). Data collected must be accessible by Contract Management via a web based application with the ability to sort by date and time.

B.22 DEFICIENCIES, INCIDENTS, ACCIDENTS, AND COMPLAINTS

Spills of any type that are discovered by Personnel must be isolated and cleaned up immediately. Reported spills must be isolated within five minutes to make the area safe, notice provided to the public, and the areas must be cleaned as soon as possible.

The Authority may conduct inspections of the Services at any time. Discrepancies that are found as a result of inspection(s) will be promptly documented to include any Services not meeting minimum cleaning standards. Such report will be provided by the Authority to the Provider on a daily basis, or as necessary to communicate identified discrepancies. Provider must correct all identified Service deficiencies, including immediately responding to remediate any hazard created by or discovered through the provision of services that could cause damage or injury to personnel, property or the public. Such hazards may include tripping or slip and fall hazards, and/or failure to properly meet Occupational Safety and Health Administration (OSHA) requirements. A written response will be sent to Authority by the Provider that confirms all deficiencies have been corrected within fifteen (15) days of receipt of the written inspection or test report. For instances requiring an immediate response, the Provider will immediately respond upon notification of the deficiency and follow up with a written report to the Authority explaining the deficiency and reporting the corrective action taken.

B.23 NOTIFICATIONS

The Provider must notify Contract Management during Authority Business Days and Authority Business Hours via e-mail in a timely manner in the event of any Personnel issues, incidents, accidents, problems, outages or malfunctions, and any other unusual occurrences. The Notice must include an assessment of any damage or resulting or potential injury, solution and time to resolution.

Provider must notify Contract Management via telephone immediately regarding any janitorial hazard created or discovered that could cause damage or injury to personnel, property or the public such as tripping or slip and fall hazards, and/or failure to properly meet OSHA requirements.
Notify Airport Communication Center outside Authority Business Days and Hours via phone regarding any emergency incidents, accidents or unusual occurrences.

In an emergency, Provider must immediately redirect Personnel as necessary to assist the Authority with clean up. Examples of an emergency include but are not limited to flooding, construction debris, or any passenger hazard impacting Airport operations. No penalties will be assessed for unaccomplished work due to the redirection of Personnel for such emergency response.

B.24 QUALITY CONTROL PROGRAM
The Provider is required to establish and maintain an effective Quality Control Program (QCP) to be administered by the Site Manager and/or Provider’s quality control administrator. The QCP must be acceptable to Authority and must contain, at a minimum, the following:

- Inspection program(s)
- Communication procedure with Authority
- Documentation of quality control activities

The Provider is required to submit a Monthly Quality Assurance/Quality Control report that:

- Summarizes data collected,
- Identifies areas needing improvement, and
- Recommends Cleaning Schedule improvements based on data collected

The Provider must furnish a copy of the QCP to Contract Management immediately upon request.

Any revisions to the QCP that are necessary to maintain an effective level of quality control must be approved by the Authority.

The Provider will be required to suspend any or all of its operations and take appropriate corrective action if Authority determines that any part of the QCP is not effective and that any of the Janitorial Services fail to conform to the Authority’s minimum cleaning standards.

In the event of notification by the Authority of a quality control discrepancy, the Provider will be required to submit a corrective action plan within forty-eight (48) hours which details the corrective action to be taken to correct said discrepancies, and document how Provider will prevent future discrepancies.

B.25 TRAINING
Provider must submit a formal training program at the sole cost of Provider that will be documented and modified as necessary. Provider must maintain a training log to track employee training and show, at a minimum, the employee’s name, date of employment, type of training and date attended. The training program and training log must be provided to the Authority when requested.

Training will include, at a minimum:
• Provider’s areas of responsibility and specific assignment areas
• Airport procedures with regard to security, badging and keys
• Quarterly performance based training
• Customer service training
• Specific training based on the assigned position to safely perform cleaning tasks such as:
  o Cleaning Agents usage and availability of MSDS and how to use them.
  o Tools and equipment, operation and safety.
  o Blood-borne pathogen safety program.
• Workplace discrimination and harassment
• Workplace violence
• Authority recycling program (as instituted)
• How to identify and properly dispose of recyclable products.

B.26 **EXTRA WORK.** The Provider may be requested by the Authority to perform Extra Work. The Authority may order additions, deletions or revisions to the work as necessary to meet Authority objectives. In the event the changes result in charges to the Authority, Provider will advise the Authority in writing of the proposed itemized cost in accordance with the terms of the Contract. If Authority determines that the cost is fair and reasonable, Authority will issue a Task Authorization to authorize the Extra Work.

If a satisfactory cost for the Extra Work or time to perform the Extra Work cannot be reached, Authority may make such arrangements as it may deem necessary to complete the work, which include, but are not limited to using its own personnel or hiring a third party contractor to undertake the Extra Work.

B.27 **FEES AND PAYMENT METHOD**

a. **Pay Application** – Compensation will be made for the acceptable performance of the services rendered by the Provider.

On a monthly basis, the Provider will submit a Pay Application to Contract Management for the services rendered in the preceding month. To be considered complete, the Pay Application must include all required supporting documentation. No amount will be payable by the Authority for any portion of a facility covered under the Contract that is taken out of service by the Authority. In such an event, the Provider and the Authority will adjust the Cleanable Square Footage within the Pay Application to reflect the change.

A sample Pay Application is provided as Exhibit D2, Sample Pay Application.

b. **Pay Categories** - The following categories will be entered in the Pay Application to calculate the monthly payment:

**Routine Cleaning Rate for Public and Non-Public Areas**
Charges will be paid based on the applicable fixed rate proposed by the Provider per Cleanable Square Footage. Charges will be allocated by service location.
**Project Cleaning Rate.**
Charges will be paid based upon the applicable fixed rate proposed by the Provider per Cleanable Square Footage. Charges will be allocated by service location.

**Extra Work Hourly Rate**
Charges for Extra Work hours will be based on the fixed Extra Work hourly labor rate established in the Contract plus associated actual cost receipts, if applicable, as approved and documented in a Task Authorization by the Authority.

**Supplies Rate**
Charges will be based on the fixed rate established in the Contract and multiplied by the number of total passengers reported for the prior month as provided at www.flylcpa.com.

c. **Assessment of Liquidated Damages**
Authority will conduct inspections from time to time. If any of the infractions described in the table below are noted during the Authority's inspection, the Authority may seek damages. Since actual damages may be impossible to determine, the Provider will be assessed the amount per occurrence as described in the table below as liquidated damages, and not as a penalty.

The Authority will notify the Provider of its findings in writing, providing the date of each infraction and the associated amount of liquidated damages being assessed. Further, the Provider will conduct re-cleaning for completed cleaning areas that are deemed unacceptable to Authority, at no cost to Authority.

Provider's monthly Pay Application will be reduced by the total amount of liquidated damages assessed in the preceding month in accordance with the amounts set forth below. Such assessed liquidated damages are not in lieu of any consequential damages suffered by Authority resulting from the infraction.

<table>
<thead>
<tr>
<th>Liquidated Damage (LD)</th>
<th>Caused by</th>
<th>LD Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Damage Repair</td>
<td>Damage to property within Airport Facilities by Personnel</td>
<td>Actual cost of repair or replacement</td>
</tr>
<tr>
<td>Insufficient Cleaning Agent Labeling</td>
<td>Any Cleaning Agent on a janitor Cart not properly marked with EPA-approved label including warning &amp; antidote requirements</td>
<td>$100 per occurrence</td>
</tr>
<tr>
<td>Ongoing use of Defective or Damaged Equipment</td>
<td>Use of equipment that falls below acceptable working condition.</td>
<td>$50 per occurrence</td>
</tr>
<tr>
<td>Failed Inspection</td>
<td>Work not performed correctly as determined by Authority requiring correction and re-inspection</td>
<td>$500 per re-inspection</td>
</tr>
<tr>
<td>Unreturned Security Badge</td>
<td>Personnel’s security badge lost or not returned to Authority within one week of the individual’s separation from employment</td>
<td>$80 per badge</td>
</tr>
<tr>
<td>Work Order Task Incompletion</td>
<td>Tasks not completed within the scheduled timeframe listed on a Work Order</td>
<td>$100 per occurrence</td>
</tr>
</tbody>
</table>

END OF PART B
PART C
CONTENT AND ORGANIZATION OF PROPOSAL

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

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

C.01 EVALUATION CRITERIA
The information submitted in response to all elements of Section C.02, below, serves as the established evaluation criteria when determining the selection of a successful proposer and award of a future agreement under this Request for Proposals.

C.02 INFORMATION TO BE SUBMITTED
The information identified in this section must be contained within your proposal. The contents of each proposal must be separated and arranged with tabs and must be organized in the same order and following the same format as listed below, identifying the response to each specific item.

Section 1 – Minimum Qualifications
To qualify for consideration, proposers must meet the following requirements and provide the information requested in this section.

- Proposer’s representative must have physically attended the mandatory pre-submittal meeting and site tour.

- For at least three consecutive years within the last ten years, Proposer must have provided commercial janitorial services over multiple shifts, seven days per week, year long, with a staff of at least seventy-five (75) full time employees to one of the following:

  One commercial-service medium hub or large airport as defined by the FAA (information can be found at www.faa.gov/airports/aip/grantapportion_data/ - then click on “Primary Entitlements”).

  Or;

  One large public facility with a minimum of 700,000 square feet of indoor, climate controlled area such as, but not limited to, a mall, convention center, college campus or museum.

To demonstrate this experience, proposer must submit the name of the facility and the size of the indoor space, the facility contact name and contact telephone and email information, the dates of service and the number of full time staff assigned at one time to perform the work.
• Submit documentation to show proposer is a registered Florida business entity or is registered with the State of Florida, Division of Corporations, to do business in Florida and proposer has a valid and current business license.

• Proposers intending to submit a proposal 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.

• Provide a written statement of assurance of proposer’s ability to meet the insurance requirements and the performance, payment, customs and fidelity bond requirements set out in this RFP if selected for award.

• Provide a proposal guaranty with your proposal.

Section 2 – Executive Summary
An executive summary must be provided that includes a statement of interest in providing janitorial services at the Southwest Florida International Airport pursuant to this RFP. Proposer should introduce its company, highlighting its background and achievements earned while providing services that are the subject of this RFP.

Provide a statement of the proposer’s understanding of the services and responsibilities required and a narrative description of the proposed approach to ensure that the services are performed in a manner that upholds or exceeds the Authority’s high standards and levels of customer satisfaction.

Provide a statement of organization which includes the following information:
• Legal name, including DBA (if any), for the contract
• State of organization or incorporation
• Ownership structure of the proposer
• Contact information for corporate headquarters to include address, phone number and email address
• Contact information for local office to include address, phone number and email address
• Years in business at local office
• List of officers, owners, and/or partners to include name, address, and phone number.

The executive summary should not exceed eight (8) pages total.

Section 3 – Proposer’s Financial Capacity
The Proposer must demonstrate financial responsibility by furnishing audited financial statements for the past two (2) fiscal years. Such statements must be prepared in accordance with generally accepted accounting principles and with an independent certified public accountants (CPA) statement attached.

In addition, the Proposer must certify annual gross income during the previous twelve (12) month period immediately preceding the date of its proposal as derived from existing agreements directly furnishing janitorial services.
The Proposer must also submit with its proposal a statement of its credit standing in the form of a letter from its bank, a current credit report or a Dun & Bradstreet report.

Section 4 – Business Ethics
Disclose any circumstances where the conduct of the proposer, or any officer, partner, major shareholder (greater than five percent (5%) interest, or other related party is currently being investigated by any governmental, administrative, or law enforcement entity or agency. Also disclose any adverse decision against the proposer or such related parties (including, but not limited to judgments entered by any court, whether state or federal), or settlement with any such legal or administrative body in the past five years.

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

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

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

Disclose if proposer has been involved in litigation with any of its customers within the past ten years and briefly describe the circumstances.

Section 5 – Experience and Past Performance
Provide a summary of the proposer's experience providing commercial janitorial services. Include the total number of years in business.

Provide information about proposer's background providing services similar in complexity and scope to those detailed in this RFP for a medium or large hub airport or a large scale public facility.

Include, at a minimum, the following information for five current or previous clients:

- Name of airport/government entity/large scale client
- For airport clients, total number of annual passengers
- Address
- Dates of service
- Services provided
- Contract value
- Square footage of indoor space serviced
- Total number of direct employees managed
- Contact info including email address and phone number

The Authority reserves the right to discuss past performance with the companies and/or contacts provided and will give consideration to the feedback received. Proposer’s response to this Section must not exceed sixteen (16) pages.

Disclose any situations in which proposer failed to complete a contract or was terminated from a contract prior to the contract reaching its full term. Provide a summary of bond claims and include dates, and surety information.

Describe any significant or unique accomplishments or recognitions received by Proposer in the performance of previous similar services.
Section 6 – References
Identify two (2) clients currently receiving janitorial services that the Authority may contact to obtain references. Each reference must be from a current client that proposer has served for at least the past three (3) years. For each reference include contact name, title, address, current telephone number and email address. Also include a brief description of the services provided, the start date for the agreement, and the total dollar value of the contract.

Section 7 – Key Personnel and Primary Contact
Provide the name, address and telephone number of all key personnel currently employed by the proposer who will have a key role in providing services. Describe each person’s respective area of expertise.

Provide a resume for each key personnel member that provides background and shows experience with commercial accounts that are for at least at a medium hub airport or a large public facility. Specify the dates of involvement for each commercial account.

Provide the number of years of key personnel member’s direct experience for each major client.

Provide the office location and address to which each key personnel member indicated is assigned and currently working. Provide the total number of years of experience of each key personnel member has been employed by the proposer, and describe any relevant experience in an airport environment, providing the name of the airport represented.

Identify one (1) person currently employed by the proposer who will serve as the primary contact for the successful proposer and identify his or her alternate. The primary contact is the proposer’s representative who will be the primary contact for the Authority and who will possess the authority to make decisions on behalf of the proposer.

Identify the corporate representative, the individual located at the Provider’s corporate headquarters, responsible for monitoring the Contract and coordinating support for the Contract at the corporate level to ensure compliance with the terms and conditions of the Contract.

Provide a resume and/or a brief biography along with references for each designated corporate and/or regional member of the management team. Identify the primary contact person and his or her alternate and provide resumes. The Authority reserves the right to discuss past performance with the references provided and will give consideration to the feedback received.

Proposer’s response to this Section must not exceed six (6) pages.

Section 8 – Corporate Location
Provide a description of proposer’s office, including location of offices, the location where the contract authority resides and location of individuals to be assigned to this agreement. Make clear the office out of which the proposed work to be performed will be based.

Section 9 – Management Plan
Provide information about the type of corporate support the proposed Site Manager
will receive. Explain how this management plan supports all service requirements and ensures team member accountability across the organization.

Section 10 – Transition Plan
Provide detailed information to demonstrate the proposer’s plan for transitioning in order to commence operations upon award of the agreement. Explain the steps in the transition plan and provide a sample critical path schedule to show the time required for start-up and transitioning.

At a minimum, the transition plan should include adequate time for:

- hiring staff and subcontractors;
- processing Airport ID badges;
- engaging in on-boarding;
- providing relevant and complete new hire training;
- contracting with subcontractors;
- ordering and stocking cleaning products;
- obtaining equipment and supplies;
- furnishing office, breakroom and storage space;
- performing security related training for employees and,
- obtaining mobile communication devices.

Section 11 – Staffing Plan
Submit a proposed staffing level statement detailing all staffing needs the Proposer believes will be required to perform Services required to maintain the high standards for cleanliness at RSW, including any part time employees. Explain how staffing demands are to be met for holidays and seasonal peaks. List the ratio of full-time employees to part-time employees.

Provide organizational charts showing the staffing plan that includes all personnel proposed to provide the services by position, per shift. Include line personnel as well as supervisory personnel on the proposed organizational chart.

Identify supervisory and site management personnel. Include the Primary Contact, corporate representatives and other key personnel, as appropriate.

Include information regarding experience and qualifications of all key staff to be assigned to manage or perform the Services. Describe each key staff member’s area of expertise and include information to identify the qualifications, training and/or experience of each.

Explain proposer’s approach to staffing recruitment and explain any strategies that will be adopted to ensure local citizens receive consideration for employment. Provide a wage plan and summarize healthcare options that are made available to employees. Indicate the cost and deductibles for employees with single coverage, single plus dependent coverage and single plus family coverage.

Provide photographs of uniforms and a copy of the dress code policies.

Section 12 – Subcontractor Plan
Submit a plan detailing how subcontractors will be used and to what extent. The subcontractor plan must be completed with each proposed subcontractor name, address, contact and contact phone number. Provide the percentage of
subcontracted work of the total contract. Provide the total value of all subcontracted work.

**Section 13 – Local Employment**

The Authority encourages the successful proposer to interview and give preference to existing employees currently performing the work at the Airport.

**Section 14 – Operations Plan**

Describe proposer’s approach to stay ahead of the trends, be knowledgeable with current industry practices and provide recommendations to proactively meet ever changing Authority needs. Explain how this approach maintains or exceeds the high standards of cleanliness at the Southwest Florida International Airport.

Exhibits G1 and G2 set forth the methods, techniques, supplies, procedures, and frequencies currently being used at the Airport which have resulted in satisfactorily maintaining the performance levels indicated in Exhibit B, Minimum Cleaning Standards.

The Authority understands that cleaning procedures and frequencies may vary. Proposers must prepare and submit a sample cleaning plan and associated cleaning schedule that demonstrates the efficient use of personnel, Cleaning Agents, materials, equipment and supplies. All cleaning methodologies proposed must meet or exceed the required minimum performance requirements.

When submitting a proposal, proposer is instructed to follow the sequence of categories identified in Exhibits G1 and G2, and propose its cleaning procedures and frequencies in that order. Explain the policing and monitoring plan for each category.

Proposers must explain how incidents, accidents, complaints, and emergencies are to be dealt with including proposed response times.

**Section 15 – Equipment**

Provide a list of equipment including make, model and quantity that will be used to perform the services. Indicate whether the equipment is owned or leased. Describe the plan for equipment replacement in case of breakdown or failure.

**Section 16 - Supplies**

Provide a list of supplies that will be used to perform the services in the same order as the list of supplies shown in Exhibit G3, Cleaning Supply Specifications & Historical Usage. Indicate the proposed use for each product listed. Exhibit G3 is provided as a reference to indicate the products currently being used. Proposer must identify any supplies that differ from those shown in Exhibit G3.

**Section 17 – Terrazzo Flooring Experience**

Demonstrate recent and relevant experience in providing first class terrazzo floor maintenance services at an airport or comparable high traffic facility with terrazzo flooring that is equal in square footage to the flooring at Southwest Florida International Airport. Describe the equipment to be used to maintain the floors and replace damaged tiles and cracked grout; the approach to cleaning and the chemicals to be used.

**Section 18 – Automation and Technology**

Describe proposer’s use of automation and technology in the provision of the services
and to monitor the supply levels.

Explain how personnel will use automated systems to manage the operations and service levels in response to peak times.

**Section 19 - Communication Plan**
Provide a narrative describing the communication plan the proposer intends to employ at each facility to communicate to its staff that the cleaning service requirements have been met as well as any opportunities that exist for improvement to services. Include any examples of forms currently being utilized and a brief explanation of their particular functions or uses.

Propose a mobile solution for onsite staff and explain the process for responding to issues reported through the mobile solution. Describe the type and quantity of proposed devices.

**Section 20 – Quality Control Program**
Provider must provide, implement and maintain an effective and proactive quality control plan.

Proposer must include a sample monthly Quality Assurance/Quality Control (QA/QC) report with its proposal.

Disclose complete and comprehensive quality assurance programming designed to ensure high standard of cleanliness and customer satisfaction.

Explain the quality control and inspection process for identifying and rectifying quality deficiencies. Proposer must provide samples to illustrate how quality control activities are documented.

Describe how performance is tracked and improved and submit samples of the documentation used for regular and/or routine inspections.

Describe the processing for tracking and managing quality control issues. Explain the proposed process for informing the Authority of all quality control deficiencies reported and/or identified. Describe the process for deterring repeat issues.

Identify the quality program administrator who will have the authority to take immediate action as necessary. Provide a resume for the proposed quality administrator.

Proposer’s response to this section must not exceed twelve (12) pages.

**Section 21 - Safety Program**
Outline the main elements of proposer’s safety program, providing details which demonstrate all areas included in the program. Specifically highlight risk mitigation measures that are included in the program.

**Section 22 – Training**
Proposer must describe the types of classes and the extent of training for each person for, at a minimum, the following categories: New Hire, Continuous Quality, Project Cleaning (describe), Chemical, Blood borne Pathogen, Injury Prevention, Illness Prevention, Customer Service, Equipment operation, Safety training of personnel, and
Other (describe).

**Section 23 – Reports**
Provide a sample of daily, monthly, quarterly, and annual reports. Explain the purpose of each and who they are distributed to.

**Section 24 – Environmental Sustainability**
Discuss proposer’s experience with sustainable cleaning and identify any certifications held by Proposer. Include a detailed description of techniques and products used in the course of performing services which reduce adverse effects on the environment or promote green practice and environmental sustainability.

**Section 25 – Disaster Plan**
Proposer must provide a copy of its written plan for continuity of services and recovery during and following a variety of natural and manmade disaster scenarios such as hurricanes, tropical storms, infectious disease outbreak (i.e.: pandemic), etc.

**Section 26 – Cost Proposal**
Using Exhibit D1, Cost Proposal, indicate the pricing for each year of the term of the agreement and each of the 24 month renewal options.

**END OF PART C**
PART D
EVALUATION OF PROPOSALS

D.01 PROPOSAL EVALUATION

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

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

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

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

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

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

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

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

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

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

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

D.02 AUTOMATIC DISQUALIFICATION
Proposers will be disqualified from consideration for award of an agreement for any of the following reasons:

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

D.03 RANKING OF PROPOSALS
The Staff Evaluation Committee will determine from the proposals and subsequent investigation as necessary, the proposer(s) whose proposal best meets the Authority’s requirements.

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

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

D.04 TENATIVE SOLICITATION SCHEDULE
The following tentative schedule is provided as a general guide on timing for this solicitation. The schedule is subject to change. Notices of the receiving due date, staff evaluation committee, ASMC and Board of Port Commissioners meetings are posted at www.flylcpa.com/legalnotices/. Please refer to the website for schedule information.
<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
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<tr>
<td>6/15/2020</td>
<td>Proposal Due Date</td>
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<tr>
<td>6/23/2020</td>
<td>Staff Evaluation Committee Meeting</td>
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<tr>
<td>07/21/2020</td>
<td>Airports Special Management Committee (ASMC)</td>
</tr>
<tr>
<td>08/18/2020</td>
<td>Oral Presentations (ASMC)</td>
</tr>
<tr>
<td>09/03/2020</td>
<td>Board of Port Commissioners approval of vendor selection</td>
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<tr>
<td>10/20/2020</td>
<td>ASMC contract review/approval</td>
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<tr>
<td>11/05/2020</td>
<td>Board of Port Commissioners contract approval</td>
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END OF PART D
PART E
NEGOTIATION OF THE AGREEMENT

E.01 GENERAL
The successful proposer’s proposal will serve as the basis for negotiating an agreement. Upon submission, all proposals become the property of the Authority which will have the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposals, whether the proposal is accepted or not.

E.02 NEGOTIATION
The ASMC will make recommendations to the Board of Port Commissioners of those proposers it determines are best qualified to perform services and with which the Authority should enter into negotiations, if any. Upon approval of the recommendations, the successful proposer(s) will be invited to enter negotiations. These negotiations are generally relative to the scope of services to be performed and the associated costs.

E.03 AWARD
Award of any resulting agreement is subject to the approval of the Airports Special Management Committee and the Board of Port Commissioners.

END OF PART E
PART F
INSURANCE AND INDEMNIFICATION

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

No agreement will be made pursuant to this Request for Proposals until all insurance coverage indicated herein has been obtained. The cost for obtaining insurance coverage is the sole responsibility of the successful proposer. The successful proposer must obtain and submit to the Purchasing Office within five (5) calendar days from the date the notice of intent to award is issued, proof of the following minimum amounts of insurance on a standard ACORD form. The insurance provided will include coverage for all parties employed by the proposer. At the discretion of the Authority, all insurance limits may be re-evaluated and revised at any time during the term of the agreement.

Insurance Requirements (Types and Limits)
Commercial General Liability, on an occurrence basis, without exclusion for independent contractor, and including premises and operations, products and completed operations, bodily injury, property damage, and personal & advertising injury, with limits of at least $2 million per occurrence and $4 million general aggregate.

Business Automobile Liability (which includes coverage of any auto, including owned, hired, and non-owned) with limits of at least $5 million per person and per accident for bodily injury and property damage.

Workers' Compensation insurance as required by the State of Florida, and Employers’ Liability insurance with limits of at least $1 million per accident for bodily injury and $1 million per employee for disease.

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

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

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

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

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

**Policy on Request**
In addition, when requested in writing by the Authority, the successful proposer will provide the Authority with a certified copy of all applicable insurance policies.

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

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

**Sovereign Immunity**
The successful proposer understands and agrees that by entering an agreement with proposer, the Authority does not waive its sovereign immunity and nothing herein will be interpreted as a waiver of the Authority’s rights, including the limitation of waiver of immunity, as set forth in Florida Statutes Section 768.28, or any other statutes, and the Authority expressly reserves these rights to the fullest extent allowed by law.

**Indemnification and Defense of Authority**
The agreement with the successful proposer (“Provider”) will include substantially the following provisions:

1. Provider hereby agrees to defend, indemnify, reimburse and hold harmless the Port Authority and Lee County, Florida and their respective appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the Port Authority. This indemnity shall be interpreted in the broadest possible manner to indemnify the Port
Authority and Lee County for any acts or omissions of Provider or its subcontractors either passive or active, irrespective of fault, including Port Authority’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the Port Authority.

(2) Provider’s duty to defend and indemnify the Port Authority and Lee County shall arise at the time written notice of the Claim is first provided to the Port Authority or Lee County, regardless of whether Claimant has filed suit on the Claim. Provider’s duty to defend and indemnify Port Authority and Lee County shall arise even if the Port Authority or Lee County is the only party sued by claimant and/or claimant alleges that Port Authority’s negligence or willful misconduct was the sole cause of claimant’s damages.

(3) Provider will defend any and all Claims which may be brought or threatened against the Port Authority or Lee County and will pay on behalf of the Port Authority or Lee County any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the Port Authority or the County shall be in addition to any other legal remedies available to the Port Authority and shall not be considered the Port Authority's exclusive remedy.

(4) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Provider under the terms of this indemnification obligation. The Provider shall obtain, at its own expense, any additional insurance that it seems necessary for the Port Authority of the County's protection.

(5) This defense and indemnification obligation shall survive the expiration or termination of the Service Provider Agreement.

Proposal Guaranty and Bond Requirements
The following bonds and performance and payment guarantees are required if checked:

✔ Proposal guaranty: If checked, a proposal guaranty in the amount of 5% of the Year One cost proposal amount must be provided. The proposal guaranty must be submitted in the form of a bank certified check, cashier’s check, irrevocable letter of credit issued to the Lee County Port Authority, or a bid bond. The proposal guaranty will be held by the Authority until such time as an agreement is entered into between the successful proposer and Authority. Failure to submit a proposal guaranty will result in proposer's proposal being deemed non-responsive by the Authority.

The purpose of the performance bond is to ensure full, timely and satisfactory
performance of the services by the Provider in accordance with the Contract, for the entire term of the Contract, including any renewal periods thereof.

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

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

Payment bond. If checked, a payment bond in the amount of $1,000,000 must be presented by the successful proposer to the Authority within ten days of issuance by the Authority of the written notice of intent to award the Contract.

The purpose of the payment bond is to ensure timely payment of the Provider’s subcontractors and suppliers in connection with the services being provided pursuant to the Contract, for the entire term of the Contract, including any renewal periods thereof.

The payment bond must be issued by a surety acceptable to the Authority. An irrevocable letter of credit in favor of the Authority guaranteeing full payment for labor and materials in connection with this agreement may be accepted in lieu of the payment bond.

Customs Bond. If checked, a customs bond payable to the U.S. Bureau of Customs and Border Patrol, or its successor agency, in the amount of $75,000.00, must be provided in order to perform services in the Federal Inspection Station portion of the terminal. The bond form must be the U.S. Customs Bond Form 301 or an equivalent acceptable to the U.S. Bureau of Customs & Border Patrol.

Fidelity Bond. If checked, a crime and fidelity bond to protect the Authority against financial loss due to employee fraud or theft must be provided for the successful proposer’s company and all employees performing work under this contract against theft. Such bond must name the Authority as the insured.

END OF PART F
FORM 1: PROPOSER’S CERTIFICATION

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

I acknowledge receipt and incorporation of the following addenda:

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

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

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

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

EMAIL ADDRESS
FORM 2: LOBBYING AFFIDAVIT

State of: ________________________________
County of: ______________________________

being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner) (president) (secretary) or (authorized representative) (circle one) of ______________________ (proposer), maker of the attached RFP and that neither the Proposer nor its agents have lobbied to obtain an award of the Agreement required by this Request for Proposals from the Lee County Board of Port Commissioners, members of the Airports Special Management Committee or employees of the Lee County Port Authority, individually or collectively, regarding this Request for Proposals. The prospective proposer further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and the Lee County Lobbying Ordinance, No. 03-14.

AFFIANT

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

Signature of person taking acknowledgment

Name typed, printed, or stamped

(Title or rank)

(Serial or Commission No.)

NOTE - THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL PROPOSERS AND, IN THE CASE OF A JOINT VENTURE, FROM EACH PARTNER
FORM 3: PUBLIC ENTITY CRIMES CERTIFICATION

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

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

The 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]

Notary Public – State of ____________________________
County of ____________________________

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

Personally known _____ or produced identification ______________

(Type of identification)_________

Printed typed or stamped commissioned name of Notary Public
FORM 4: SCRUTINIZED COMPANIES CERTIFICATION

Proposer hereby certifies under penalties of perjury as of the date of submission of its RFP to provide goods and services to the Lee County Port Authority that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Section 287.135, Florida. Statute; is not engaged in business operations in Cuba and Syria; and will not engage in “Boycott Israel” activities, as defined in Section 215.4725 (1)(a) Florida. Statute (2016) that result in proposer being placed on the Scrutinized Companies that Boycott Israel List created after October 1, 2016 and during the term of any contract awarded pursuant to this Request for Proposals.

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

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

____________________________________________
[Signature of Notary Public]

[stamp or seal]

[Signature of Notary Public]

[Typed or printed name]
## EXHIBIT A

Southwest Florida International Airport (RSW) Passenger Traffic 2009-2019
(projections included)

<table>
<thead>
<tr>
<th>Year</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009</td>
<td>732,851</td>
<td>809,990</td>
<td>985,267</td>
<td>849,815</td>
<td>524,520</td>
<td>461,295</td>
<td>492,063</td>
<td>454,927</td>
<td>359,743</td>
<td>470,931</td>
<td>598,478</td>
<td>676,078</td>
<td>7,415,958</td>
</tr>
<tr>
<td>2010</td>
<td>731,739</td>
<td>755,095</td>
<td>996,685</td>
<td>813,329</td>
<td>552,105</td>
<td>476,625</td>
<td>490,227</td>
<td>444,714</td>
<td>374,590</td>
<td>532,025</td>
<td>652,783</td>
<td>694,399</td>
<td>7,514,316</td>
</tr>
<tr>
<td>2012</td>
<td>704,427</td>
<td>781,849</td>
<td>1,024,221</td>
<td>790,322</td>
<td>531,946</td>
<td>454,044</td>
<td>464,896</td>
<td>421,211</td>
<td>354,640</td>
<td>484,768</td>
<td>558,629</td>
<td>679,672</td>
<td>7,350,625</td>
</tr>
<tr>
<td>2013</td>
<td>755,232</td>
<td>827,147</td>
<td>1,115,937</td>
<td>815,978</td>
<td>576,713</td>
<td>473,208</td>
<td>467,946</td>
<td>414,303</td>
<td>338,175</td>
<td>478,376</td>
<td>639,047</td>
<td>735,739</td>
<td>7,637,801</td>
</tr>
<tr>
<td>2014</td>
<td>778,163</td>
<td>862,899</td>
<td>1,147,059</td>
<td>865,554</td>
<td>591,116</td>
<td>478,692</td>
<td>496,472</td>
<td>446,402</td>
<td>366,038</td>
<td>503,243</td>
<td>669,567</td>
<td>765,288</td>
<td>7,970,493</td>
</tr>
<tr>
<td>2015</td>
<td>854,953</td>
<td>906,039</td>
<td>1,181,382</td>
<td>902,669</td>
<td>602,891</td>
<td>481,512</td>
<td>492,114</td>
<td>454,360</td>
<td>404,045</td>
<td>535,921</td>
<td>720,556</td>
<td>835,359</td>
<td>8,371,801</td>
</tr>
<tr>
<td>2016</td>
<td>918,929</td>
<td>989,845</td>
<td>1,269,961</td>
<td>900,594</td>
<td>606,833</td>
<td>492,413</td>
<td>484,074</td>
<td>431,729</td>
<td>391,844</td>
<td>550,316</td>
<td>727,934</td>
<td>840,501</td>
<td>8,604,673</td>
</tr>
<tr>
<td>2017</td>
<td>892,905</td>
<td>946,079</td>
<td>1,252,124</td>
<td>1,032,783</td>
<td>629,321</td>
<td>528,383</td>
<td>530,428</td>
<td>481,185</td>
<td>327,466</td>
<td>581,317</td>
<td>767,064</td>
<td>873,494</td>
<td>8,842,549</td>
</tr>
<tr>
<td>2018</td>
<td>965,981</td>
<td>1,053,817</td>
<td>1,379,728</td>
<td>999,957</td>
<td>668,665</td>
<td>546,159</td>
<td>561,039</td>
<td>501,023</td>
<td>418,256</td>
<td>569,553</td>
<td>810,283</td>
<td>958,717</td>
<td>9,373,178</td>
</tr>
<tr>
<td>2019</td>
<td>1,050,093</td>
<td>1,117,409</td>
<td>1,482,239</td>
<td>1,111,528</td>
<td>725,754</td>
<td>586,319</td>
<td>570,977</td>
<td>526,519</td>
<td>460,869</td>
<td>638,922</td>
<td>876,703</td>
<td>1,077,818</td>
<td>10,225,180</td>
</tr>
<tr>
<td>2020</td>
<td>1,132,103</td>
<td>1,241,590</td>
<td>861,221</td>
<td>55,326</td>
<td>69,945</td>
<td>87,291</td>
<td>142,744</td>
<td>184,281</td>
<td>207,391</td>
<td>284,430</td>
<td>445,292</td>
<td>574,971</td>
<td>5,286,585*</td>
</tr>
<tr>
<td>2021*</td>
<td>682,615</td>
<td>782,054</td>
<td>1,185,462</td>
<td>1,000,190</td>
<td>689,254</td>
<td>586,135</td>
<td>570,833</td>
<td>526,228</td>
<td>461,185</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*projected passengers for 2020 into 2021

### Passengers 2009-2021

![Passengers 2009-2021 Graph](image-url)
EXHIBIT B
MINIMUM CLEANING STANDARDS

The standards depicted in this exhibit represent the performance level expected of the Provider to clean all facilities at RSW, as approved by the Authority.

The Provider may be required to modify cleaning procedures as directed by the Authority based on manufacturer’s recommendations for equipment, surfaces, materials, or other items as agreed upon between the Authority and the Provider.

1. Minimum Cleaning Standards

Provider will be required to meet or exceed the minimum cleaning standards listed below for all items and/or areas within the Cleanable Square Footage in the Airport Facilities (see Exhibit-E). Such items and/or areas include, but are not limited to, furniture, bollards, poles, work centers, tables, chairs, floor mats, desks, shelves, cabinets, planters, dividers, entry ways, walkways, sidewalks, walls, ceilings below 12 feet, air vents, flooring, glass office interior, door glass interior, stairs and landings, ash trays, trash and recycling receptacles, elevators, escalators, artwork, and handrails, unless directed otherwise in this Contract or by Contract Management.

A. Cleaning Terms & Minimums

1) Acceptable appearance means the cleaning has resulted in a condition conforming to Authority cleaning standards as specified in this Contract.

2) Acceptable performance means the Project Cleaning was accomplished in a satisfactory manner and accepted as complete by Contract Management.

3) Clean and polished appearance means free from dirt, dust, fingerprints, stickers, stains, soil, wax, streaks, lint, cleaning marks, smudges, adhered foreign substances, gum, cobwebs, grease, oil and grime with no evidence of surface spoilage or spotting resulting in surface reflections that are distinct without variance.

4) Safe condition means all potential hazards have been temporarily barricaded to ensure public safety or the hazard has been removed/remediated and the potential hazard has been reported to Authority.

5) Uniformly clean appearance means all surfaces are free from dirt, dust, stickers, stains, streaks, lint, cleaning marks, smudges, adhered foreign substances, gum, cobwebs, grease, oil and grime with no evidence of surface spoilage or spotting.

6) Uniformly bright appearance means all polished metal surface reflections are distinct without variance with a “like new” or designated gloss level with appropriate protection.

7) Cleaning of any item subject to cleaning must be complete, comprehensive and thorough, including corners, inside, outside, top, bottom, under and over all surfaces.

8) All areas must be absent of litter or undesirable debris that can be eliminated by appropriate policing techniques.

9) There must not be undesirable or noxious odors emanating from cleanable areas or surfaces.

10) To be considered clean, the Provider must be able to demonstrate, to the satisfaction of the Authority, that any visible dirt, dust, foreign matter, film, grime, stains, fingerprints, streaks, spots, blemishes, and/or chemical residue that remain on surfaces after cleaning cannot be removed without permanently damaging the underlying surface.
## B. Cleaning Activity Definitions and Requirements

<table>
<thead>
<tr>
<th>Cleaning Activity</th>
<th>Surface</th>
<th>Cleaning Definition</th>
<th>Additional Cleaning Activity Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bio-Hazard clean up</td>
<td>All surfaces</td>
<td>Free of all Biological Hazards (Bio-Hazards) such as blood, vomit, animal and human feces.</td>
<td>Responsible for bio-hazard clean up and will maintain clean-up kits; however, if the magnitude is such that it requires specialized bio-hazard response, Company must immediately notify Contract Management to contract for the clean-up services.</td>
</tr>
<tr>
<td>Carpet extraction</td>
<td>Floors</td>
<td>Free of foot tracking, dirt, marks, streaks, stains, odors, sticky substances, having a uniformly clean appearance.</td>
<td>Use of extraction equipment to spot clean, pile lift, vacuum and groom carpet. Color of the carpet must not be faded or damaged by the cleaning process. Generally accomplished after hours to minimize interference to Airport passengers and operations</td>
</tr>
<tr>
<td>Clean High Areas and HVAC Vents</td>
<td>All surfaces above 12 feet</td>
<td>Free of all dirt and dust, streaks, lint and cobwebs.</td>
<td>Clean high elevation items (twelve [12'] feet and above) in the main terminal, concourses, to include HVAC vents and returns, window sills, ledges, overhead sign barges, columns and support members, artwork, metal ticket counter overhangs and structural members, advertising displays, airport directories, flight information display system millwork, and all fixtures to include PA system speakers, light fixtures and sconces, signs, fire alarm annunciators, and other items which may collect dust, cobwebs, or related debris.</td>
</tr>
<tr>
<td>Damp/wet mopping</td>
<td>Floors</td>
<td>Free of dirt, dust, marks, film, streaks, debris, and/or standing water.</td>
<td>A sufficient number of barricades, traffic cones and proper slip hazard signs must be provided for each floor area being cleaned to adequately protect the public and/or passersby.</td>
</tr>
<tr>
<td>Dust mopping</td>
<td>Floors</td>
<td>Free of all dirt, dust, lint and debris.</td>
<td>Microfiber mops must be used to reduce airborne contaminants. All hard floors must be dust mopped each night, including under all furniture and behind all pottery, receptacles, machines, and other interferences. Items moved for cleaning or found to be out of place must be returned to original positions.</td>
</tr>
<tr>
<td>Dusting</td>
<td>All surfaces at or below 12 ft.</td>
<td>Free of all dirt and dust, streaks, lint and cobwebs.</td>
<td>Dusting must be accomplished with proper cloths and apparatus (i.e. telescoping poles). All sensitive and electronic surfaces must be avoided. No personal or individual office equipment or supplies will be moved or disturbed. This includes dust resulting from construction activities.</td>
</tr>
<tr>
<td>Cleaning Activity</td>
<td>Surface</td>
<td>Cleaning Definition</td>
<td>Additional Cleaning Activity Requirements</td>
</tr>
<tr>
<td>------------------------</td>
<td>--------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Glass cleaning</td>
<td>Glass</td>
<td>Free from streaks, drips, spots, mildew, fingerprints, film, deposits, and stains and have a uniformly bright appearance. Adjacent surfaces must be wiped clean and free from moisture including mullions, window sills, sunshades, and louvers.</td>
<td>Glass cleaning must be accomplished with the least possible interference to Airport passengers and operations. The height of glass cleaned under this activity is typically limited to six feet. The intent of this glass cleaning activity is to spot clean glass surfaces in public areas on an as needed basis. Full cleaning (both sides) of all glass or high glass over 12 feet from the floor may be performed under a subcontract.</td>
</tr>
<tr>
<td>Graffiti removal</td>
<td>Surfaces on the interior and exterior of the Airport Facilities</td>
<td>Free of all graffiti and the surface is in its original condition.</td>
<td>Removed as soon as the graffiti is discovered and/or reported. Report any gang, violence or hate-related graffiti to Airport Communications and/or verify a report was made with airport Police before removing the graffiti.</td>
</tr>
<tr>
<td>Metal cleaning</td>
<td>Polished Metal / Bright Work</td>
<td>Free from deposits, tarnish, spots, smudges, streaks and with a uniformly bright appearance.</td>
<td>Cleaning agent overspray is to be removed from all adjacent surfaces and surrounding finishes must not be damaged. Apply food-grade mineral oil only.</td>
</tr>
<tr>
<td></td>
<td>Matte Finished Metal</td>
<td>Free from deposits, tarnish, spots, and smudges.</td>
<td>Cleaning agent overspray is to be removed from all adjacent surfaces and surrounding finishes must not be damaged. Apply food-grade mineral oil only.</td>
</tr>
<tr>
<td>Odor Control</td>
<td>Airport Terminal</td>
<td>Free from objectionable odors or strong chemical odors from cleaning agents.</td>
<td>Measures must be taken to address and eliminate any objectionable odors in the terminal. This includes refraining from use of chemicals that have a strong odor which may impact the traveling public or employees in the Terminal. Odors which require the attention of the Maintenance Department should be reported to Airport Communications. Air fresheners shall be installed in each restroom and replaced as needed.</td>
</tr>
<tr>
<td>Oil spill cleaning</td>
<td>Airport Terminal</td>
<td>Place absorbent materials on oil spills.</td>
<td>Maintain one bag of absorbent material for emergency use.</td>
</tr>
<tr>
<td>Plumbing Fixtures and Dispenser Cleaning</td>
<td>Toilets, sink basins, urinals, and faucets, and dispensers</td>
<td>Free of all deposits so that the item is left without dust, streaks, film, odor or stains and has a bright and uniform appearance.</td>
<td>Care must be taken to ensure that cleaning chemicals do not harm, dull or mark chrome finishes, do not scratch porcelain fixtures, and do not harm or stain finishes of walls or stalls.</td>
</tr>
<tr>
<td>Policing</td>
<td>Surfaces on the interior and exterior of the Airport Facilities</td>
<td>Free of trash, litter, debris and other foreign objects, resulting in a neat appearance.</td>
<td>Policing services (Policing) must be accomplished with the least possible interference to Airport passengers and operations.</td>
</tr>
<tr>
<td>Restroom</td>
<td>Toilets,</td>
<td>Free of all deposits so that</td>
<td>Care must be taken to ensure that Cleaning</td>
</tr>
<tr>
<td>Cleaning Activity</td>
<td>Surface</td>
<td>Cleaning Definition</td>
<td>Additional Cleaning Activity Requirements</td>
</tr>
<tr>
<td>-------------------</td>
<td>----------------------------------------------</td>
<td>--------------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Vacuuming</td>
<td>Carpet</td>
<td>Free from soil and debris.</td>
<td>Vacuumed fibers are cleaned to protect the pile from matting using a machine with cylindrical brushing action. Effective vacuuming requires multiple, slow deliberate passes to ensure the removal of soil and dust at and/or below the carpet surface. Only commercial dual motor driven vacuums with bristle beater bars and HEPA filtration must be used. Backpack and canister vacuum cleaners will be allowed only when used with a powered head.</td>
</tr>
<tr>
<td>Wall cleaning</td>
<td>Walls, exposed pipes and equipment</td>
<td>Free from dirt, stains, streaks, dust, stickers, lint, cleaning marks, deposits, bright and a uniform clean appearance.</td>
<td>Use a solution of mild soap and cool water, applied with a sponge or soft bristle (nylon) brush, to remove most minor and general surface soiling. Gently scrub the soiled area with the solution, then wipe clean with a wet sponge or soft cloth. Painted surfaces must not be damaged.</td>
</tr>
</tbody>
</table>
C. Area and Installed Equipment Cleaning Standards

Specific cleaning standards are outlined below for areas and installed equipment located within the Airport Terminal and other facilities, such as Port Authority outbuildings. Consideration should be given to Authority Business Days and Hours when scheduling Services involving Authority specific areas.

1) Authority Break Rooms
Chairs, tables, counters and sinks in Authority break rooms must be wiped down. Garbage/Trash must be emptied and the floors vacuumed after hours. The sink area and microwave shall be cleaned along with all counters and trash receptacles. The refrigerators shall be cleaned out once per month; notification of the date of cleaning shall be posted three (3) days prior to cleaning. Any containers of food or other items left in the refrigerator at cleaning time must be discarded.

2) Drinking Fountains
Drinking fountains must be clean and free of streaks, stains, spots, smudges, scale, and other removable soil and present a uniformly bright appearance. All polished metal surfaces including the orifices and drain must be clean and disinfected. Care must be taken to prevent overspray or damage to other surrounding finishes or walls. Surrounding walls, floors, and other surfaces must be kept clean and free of streaks, water spots and stains.

3) Elevators and Adjacent Areas
All interior and exterior walls, floors, doors, ceilings, door tracks, glass, switches, buttons, controls and equipment must have a uniformly clean appearance. Floors must be maintained according to standards for carpet and/or hard surface materials. Metal and bright work must be maintained in accordance with standards listed herein. All adjacent areas and wall coverings must be left free of residue and spotting following cleaning procedures. Elevators and adjacent areas must be maintained as needed to ensure acceptable appearance at all times.

4) Terminal Entrance Vestibules and Curbside Areas
Entrances and curbsides to the Airport Terminal are to be clean, well kept, and orderly, presenting a welcoming appearance. Entrance matting is to be vacuumed and maintained free from soil, debris, spills and gum. Areas with adhered gum and spills are to be deep cleaned daily. Doors, glass, door frames, matting and adjacent areas interior and exterior surfaces of the entrances to the Airport Terminal must be spot cleaned and maintained as needed to ensure acceptable appearance at all times.

5) Escalators and Adjacent Areas
All interior and exterior areas, cladding, glass, landings, handrails, switches, buttons, controls and related equipment must be maintained with a uniformly clean appearance. Adjacent floor areas must be maintained in accordance with Section D, Floor Care Standards. Metal and bright work must be maintained in accordance with Paragraph 8, Metal and Bright Work. All adjacent areas must be left free of residue and spotting following cleaning procedures.

6) Janitorial Closets
Janitorial closets must be kept neat, orderly and free of unauthorized storage items and debris.

7) Loading Dock, Dumpsters and Compactor Areas
The areas surrounding the loading dock, trash collection areas, and the Trash Corral area are to be monitored and swept free of all dirt, debris, litter and cigarette butts, degreaser applied and pressure washed weekly to include the recycling receptacles. A sufficient number of barricades, traffic cones and slip hazard signs must be utilized to adequately protect public and/or passersby. Compactors must be operated to compact trash and compact cardboard. Any bound-up trash and cardboard must be cleared from the compactor bin.
8) **Metal and Bright Work**
Stainless steel material on elevators, escalators, and restroom equipment and surfaces must be periodically stripped, oiled with food-grade mineral oil only and buffed to maintain a clean and polished appearance.

9) **Non-Public Break Rooms**
Non-public break rooms must present a clean, well kept, orderly and professional appearance. Receptacles are to be emptied, spot cleaned, and liners replaced as required. All shelves, counters, cabinet exteriors, refrigerator exteriors, tables, chairs, exterior of coffee makers, vending machines, microwave oven exteriors, wall areas adjacent to receptacles, and paper towel dispensers are to be free of accumulated dust and debris, wiped clean and sanitized. Non-carpeted floors are to be swept or dust mopped and then wet mopped. Floors are to be maintained according to standards for carpet and/or hard surface materials.

10) **Non-Public Common Areas**
The Airport operational areas located under or behind the public areas of the Airport Terminal consist of many non-public common areas that include, but are not limited to: walkways, halls, stairways, entrances, vestibules, reception areas, and other operational movement areas. The standards listed herein for walls, stairs, bright work, drinking fountains, windows and glass, and any other applicable area or installed equipment must be maintained at acceptable cleaning levels at all times. All walls, floors, stairs, stair treads, doors, ceilings, door thresholds, and glass must have a uniformly clean appearance. Floor and wall finishes must be maintained according to the standards listed herein and care and detail must be paid to treads, grids, edges, and baseboards to ensure acceptable appearance at all times. Concrete surfaces are to be swept of all dirt, dust, cobwebs, and debris, and pressure washed according to need. Railings must have a uniformly clean appearance. Non-carpeted floors are to be swept or dust mopped and then wet mopped. Floors are to be maintained according to standards for carpet and/or hard surface materials.

11) **Non-Public Restrooms**
Non-public restrooms must be kept clean and must not become dull in appearance. Receptacles are to be emptied and spot cleaned. Trash is not allowed to overflow. All surfaces of basins, bowls, toilets, seats, urinals, and all other restroom surfaces within touchable range must be properly cleaned, sanitized, rinsed and dried spot free. Descaling must be performed as required to keep surfaces free from streaks, stains, scale, scum, urine deposits, and rust stains. Dispensers must be emptied prior to being cleaned and then refilled with supplies. Dispensers must not run out of supplies during operational hours and supplies must only be stocked or stored in designated locations. Spot clean light switches, doors, and walls. All restroom mirrors, basins, shelves/counters, bright work, and stainless steel or solid surface partitions must have a clean and polished appearance. Solid surface materials must not become stained or dingy. Floor and wall tile must be maintained to standards listed herein and special care given to grout, baseboards, drains, and edge details around stall wall supports, counters, receptacles, and all other permanently fixed equipment or finishes to prevent buildup of odor causing bacteria. Special care must be given to prevent standing water and slick surfaces and appropriate signage and barricades must be used to protect against slip and falls. Flooding of restroom surfaces is not acceptable. Non-carpeted floors are to be swept or dust mopped and then wet mopped. Floors are to be maintained according to standards for carpet and/or hard surface materials. Frequency of cleaning must be set to meet necessity, policing of these restrooms must occur at a minimum of twice per shift.

Provider shall also perform a regularly scheduled deep cleaning of all non-public restrooms as part of an intensive cleaning and inspection program.

12) **Office Areas**
Office areas must present a clean, well kept, orderly and professional appearance. Receptacles are to be emptied, spot cleaned, and liners replaced as required. Non-carpeted floors are to be swept/dust mopped. Carpeted floors are to be vacuumed and spot cleaned to remove stains, deposits, gum, and spills. All shelves, counters, cabinets, cases, windows and sills are to be free of accumulated dust
and debris. Wipe clean all tables, desks, counters, chairs and chair legs. Spot clean all hard surface walls to remove fingerprints, dust, soil, and marks. Leave all areas as found with regards to occupant’s personal effects and work items. Personal effects, electronics, work items, and electrical plugs are not to be moved or rearranged during cleaning. Prohibit employees from opening desk drawers or cabinets, or using the telephone or other office equipment. Non-carpeted floors are to be swept or dust mopped and then wet mopped. Floors are to be maintained according to standards for carpet and/or hard surface materials. Frequency of cleaning must be set to meet necessity.

13) Passenger Boarding Bridges (PBBs)
All interior finishes of the PBBs must meet the standards listed herein for floors, walls, glass, doors, handrails and ceilings. Care must be taken to avoid wetting controls and control panels and to ensure that slip and fall hazards are prevented. Remove any trash or debris left in PBBs.

14) Public Open Floor Space Areas
The Airport Terminal including circulation areas, external and interior, walkways, halls, stairs, and other movement areas, are considered to be public open floor space areas. Policing of the public open floor space areas is a supplement to the standards listed herein for gate hold areas, terminals, ramps, concourses and circulation areas. The standards listed herein for floor finishes, walls, stairs, halls, bright work, drinking fountains, windows, glass, ceilings, stanchions, and air vents that can be reached with a 20 foot telescoping pole and any other applicable area or installed equipment must be maintained at acceptable cleaning levels at all times. Policing must be performed in the public open floor space areas on a regular schedule to ensure the Airport Terminal presents a clean image to the traveling public and other users of the Airport and are free of dust, dirt, debris, scuff marks, stains, soil, film, wet spills, and odors. If the spill is wet or slippery, or due to its nature (e.g., paint) must be fully treated immediately. Police interior planters, sign barges, information displays, advertising millwork, exterior FIDS displays – remove debris and clean/dust tops and sides as needed. Clean ceiling fans and speakers on exterior curb area. Policing frequencies must be adjusted by the Provider as necessary to accommodate the conditions and usage patterns in the Airport Terminal.

15) Public Restrooms
Public restrooms, receptacles, basins, bowls, toilets, seats, urinals, soap dispensers, partition doors and all other restroom surfaces must be properly cleaned, descaled, sanitized, rinsed and dried spot free. Re-supply toilet paper, feminine products, paper towels and hand soap/foam, as applicable. Any clogged toilet to be unclogged. Restroom air fresheners and urinal screens are to be replaced monthly. During periods of increased passenger traffic, they are to be replaced twice monthly. Batteries for air fresheners are to be replaced quarterly. Any clogged toilet to be unclogged. Restroom air fresheners and urinal screens are to be replaced monthly. During periods of increased passenger traffic, they are to be replaced twice monthly. All restroom mirrors, basins, shelves, counters, bright work and stainless steel must have a clean and polished appearance. Floor and wall tile must be maintained with special care given to grout, baseboards, drains, and edge details around stall wall supports, counters, receptacles and all other permanently fixed equipment to prevent buildup of odor-causing bacteria. Special care must be given to prevent slippery floor surfaces using appropriate signage and barricades as needed. Servicing of public restrooms must be accomplished as soon as possible following flight arrivals to maintain restrooms at the highest level of cleanliness possible. At a minimum, policing of public restrooms shall be accomplished approximately every thirty (30) minutes, less often in lower demand restrooms and more often in higher demand restrooms. Provider shall formulate a methodology for optimizing the cleaning frequencies of public restrooms based on demand, flight activity, and historical trends, as appropriate. Closure of the public restrooms will be allowed only as directed to protect the public or maintenance repair requirements and coordinated with the Airport Operations Department. Any inoperable restroom fixtures must be reported to Terminal Maintenance and Airport Communications.

Provider shall also perform a regularly scheduled deep cleaning of all public restrooms as part of an intensive cleaning and inspection program.

Separate cleaning cloths/towels/brushes must be used for cleaning each of the different types of fixtures to achieve sanitary conditions. Documentation must be maintained that the proper cleaning processes have been performed and the agreed-upon cleaning schedule has been met.
16) Restroom Product Dispensers and Containers

a. All restroom supplies including soap, toilet paper, toilet paper spindles, feminine hygiene products, paper towels, urinal screens, air fresheners and dispenser batteries must be provided in accordance with Authority approved specifications, stocked in Authority provided product dispensers and maintained in accordance with Contract.

b. Defective or damaged dispensers or containers must be reported to Terminal Maintenance or Airport Communications upon discovery.

17) Seating Areas

All furniture surfaces, table tops, power poles, counters and seats must be wiped clean as necessary during normal operating hours, minimizing interference with the public. Deep cleaning of seating areas must be conducted after normal operating hours.

18) Smoking Areas

Cigarette butts must be disposed of and cigarette butt receptacles must be spot cleaned and kept free of dirt, stains, spills or adhered foreign substances. Seating areas must be maintained free of litter, spills, dirt, dust, and debris. Sand used in cigarette butt receptacles must be replaced and maintained to ensure acceptable appearance at all times. Metal and bright work is to be maintained in accordance with Paragraph 8, Metal and Bright Work, above. All adjacent areas must be left free of residue and spotting following cleaning procedures.

19) Stairwells and Halls

All walls, floors, stairs, stair treads, doors, door thresholds, and glass must have a uniformly clean appearance. Floor and wall finishes must be maintained according to the standards listed herein with attention to treads, grids, edges and base boards to ensure acceptable appearance at all times. Concrete surfaces must be swept of all dirt, dust, cobwebs and debris and pressure washed according to need. Railings must have a uniformly clean appearance.

20) TSA Screening Areas and Customs Area

TSA screening areas and Customs Area in the Terminal must be clean, well kept, orderly with receptacles emptied, spot cleaned and liners replaced as required. Non-carpeted floors are to be swept/dust mopped. Carpeted floors must be vacuumed and spot cleaned to remove stains, deposits, gum, and spills. All shelves, counters, cabinets and cases are to be free of accumulated dust and debris. Tables, desks, counters and chairs must be spot cleaned to remove fingerprints, dust, soil, and marks. Occupant’s personal effects and work items, electronics, and electrical plugs are not to be disturbed or rearranged during cleaning. Employees must not open desk drawers or cabinets or use telephones or other office equipment.

21) Vending Machine Areas

Where cleaning is not performed by the vending machine operators, vending machines must be wiped down and surrounding areas must be cleaned during each work day.

22) Receptacles

Receptacles must be emptied and spot cleaned as needed to maintain safe and sanitary conditions. Walls or surfaces surrounding the receptacles are to be spot cleaned. The floors under and near the receptacles must be clean and kept free of stains, spots, rust, and rings. Liners must be replaced at each emptying of the receptacle. Receptacles must not be allowed to overflow. Periodically, all receptacles are to be thoroughly cleaned, inside and out as needed, with germicidal detergent. All receptacles in the public areas must be kept neatly aligned and the receptacle(s) turned with lettering or signage facing out for easy visibility.
23) Windows, Glass, Railings, Metal, and Other Coverings  
All interior and exterior windows (accessible without scaffolding), glass, railings, metal and other coverings in public and non-public areas must be spot cleaned as part of Routine Cleaning, with the exception of the interior windows located in exclusive-use areas as designated by Authority. Windows are to be free from streaks, drips, spots, mildew, fingerprints, film, deposits, and stains and have a uniformly bright appearance. High windows above 12 feet in height are cleaned to the same standard and may be done by a subcontractor.

24) Hand Sanitizer Dispensers  
All hand sanitizer dispensers are to be kept clean and free of spilled hand sanitizer at all times. Hand sanitizer that has spilled onto the floor must be cleaned immediately. Hand sanitizer levels should be monitored and replaced as needed with proper hand sanitizer refills as listed by the manufacturer. Hand Sanitizer dispensers shall be tested regularly to ensure they are in working order. Any malfunctioning dispensers shall be reported to the Maintenance Department Computerized Maintenance Management System (CMMS) by sending an email to maxservice@flylcpa.com.

25) Sidewalks and Patio Areas  
Police all outside areas to include the service drive tunnel and front of upper and lower level terminal from plate glass to the opposite side of roadway, including the Gazebo on east end of the terminal building, the pedestrian bridges and crosswalks to the parking garage, the commercial curb, rental car curb and courtyard areas, designated smoking areas, main public parking garage stairwells, and public parking garage elevator landings. Dust benches, including brackets and legs underneath. Remove any gum or stickers. Power clean/buff sidewalks, joints and tile walls on the third shift. Power clean concrete vertical structures, concrete planters and planter walls on the third shift.

Police and sweep the AOA service tunnels and all airside sidewalks areas; and, the airside ramp areas (weekly) from the building to ten (10') feet from the curb around the entire perimeter of the AOA terminal areas. Remove cobwebs from surrounding areas.

26) Clean Interior and Exterior Graphics  
This requires cleaning ALL the interior graphics. The reason for designating "all" the interior graphics is that the graphics change both in position and number as airlines change. Each floor of the terminal complex has a considerable number of graphics. Concourses ‘B’, ‘C’ and ‘D’ also contain a number of graphics, which are similar to the terminal graphics with respect to color and general appearance. The exterior graphics are subject to soiling from vehicle exhausts, spider webs/egg sacks, and bird droppings and will need to be cleaned appropriately.

27) Clean Light Diffusers  
This requires that the frame and diffuser be removed from their grid for diffusers below 12 feet in height, cleaned, and reassembled.

28) Clean Upholstered Furniture  
This project is for the Authority's upholstered office furniture and traditionally has been done once per year over the Labor Day, Memorial Day, or other “long” weekend as authorized.

29) Clean Acoustical Ceilings  
Dirt and dust accumulation on the ceilings necessitate cleaning of the acoustical tile ceilings. Restore the ceilings to like new or near new condition.

30) Clean Exterior Airline Podiums  
The Exterior Airline Podiums are located at curbside check in. Each podium is to be cleaned both inside and outside using manufacturer's guidelines.

31) Clean Security Guard Shack & Ground Transportation (GT) Info Buildings  
Cleaning of the Guard Shack building located at Gate 64 and the Ground Transportation Information building located on the First Level adjacent to Entry Door #2, to include sweeping and mopping the
floors, detail cleaning of the restroom facilities, cleaning and dusting furniture and related vertical and horizontal surfaces, etc. This includes exterior walls, windows, and roof of GT Information Booth.

32) Repair Reporting
Report items requiring repair or maintenance to the Shift Supervisor or Crew Leader. Supervisors and Crew Leaders should submit work orders to the Maintenance Department Computerized Maintenance Management System (CMMS) by sending an email to maxservice@flylcpa.com. The email should include a description and detailed location of the issue. Any maintenance items requiring immediate attention should be reported to Airport Communications at 239-590-4810.

D. Floor Care Standards
The carpet and hard floor care processes, Cleaning Plan and Cleaning Schedule must be approved by Contract Management. The Authority will have the right to approve and make suggested changes to the Cleaning Plan and Cleaning Schedule. Work must be scheduled in such a way that it does not disrupt the functions and procedures of the Airport. Nightly work and shutdowns must be coordinated with the Airport Operations to insure there is no interference with passengers or other ongoing work being performed by other contractors. Company must maintain documentation to demonstrate the proper carpet and hard floor care processes have been performed and the Cleaning Schedule has been met.

1) Cleaning Agents and Equipment
All carpet and hard floor Cleaning Agents and equipment must be pre-approved by Contract Management. Manufacturer's floor cleaning recommendations for the Cleaning Agents and equipment must be closely followed. The equipment must be in good repair at all times.

If floor care is determined by Contract Management to not meet the floor care minimum standards and the discrepancy is caused by improper procedures, Cleaning Agents or equipment used, the deficiency must be corrected within 48 hours of notification of the discrepancy. Testing of new Cleaning Agents and/or equipment must be coordinated through Contract Management.

2) Drain Maintenance
Water must be strained from machines prior to water being poured down any sink drain. The straining device/method must be pre-approved by the Authority's Contract Management Department. Floor drains or screens in any sink must not be removed. Liquid must be maintained in P-traps to prevent odors.

3) Carpet Care Processes
   a. Carpets must be maintained in such a manner as to promote longevity in accordance with the manufacturer's recommendations and must be left in a clean, orderly and safe condition. Carpets must be spot cleaned during daily, Routine Cleaning to mitigate stains from becoming permanent. All stains, gum, food, debris, sticky substances, vomit, trash, biohazard spills, and other substances must be removed from the carpet using a properly diluted cleaning solution. Care must be taken to use a Cleaning Agent that will not harm the carpet fibers and ensure complete surface stain removal. The adjacent surfaces must be protected or cleaned following the spot removal operation. Damaged carpet must be reported to the Maintenance Department and Contract Management with a description of the damage and location.

   b. Carpet deep-cleaning must be performed after normal hours to minimize the impact on Airport operations. All vacuuming must be done with an upright or ride-on vacuum with active vacuum and cylindrical brushing action. Stained areas must be treated with spot cleaning solutions in accordance with the carpet manufacturer’s recommendations. The spot cleaning process must be performed until as much of the stain as possible has been removed. Pile lifting is an integral part of carpet cleaning in high traffic areas and is required in all Airport Terminal Facilities and heavy traffic areas before the extraction process.
The hot-water extraction process must be performed as needed to maintain the minimum carpet cleaning standards over the entire carpeted surface and in accordance with the carpet manufacturer's recommendations to remove embedded dirt and grime, to lift carpet pile, and to return carpets to a clean, bright and uniform appearance. Equipment with a cylindrical action must be utilized for cleaning, extracting, pile lifting and vacuuming to prevent damage to carpet fibers. The practice of using rotary bonnet equipment for cleaning or drying of carpet is typically not allowed and requires approval by Contract Management.

Chairs, receptacles, tables, benches and any other non-fixed items must be tipped or moved where necessary to allow for cleaning of the whole surface and must then be placed back into their original positions after the carpets are adequately dry. Fans and air movers must be used to ensure proper drying of carpets. All carpet in public traffic areas must be dry by 4:30 a.m. Exceptions to this completion time must be coordinated through Contract Management.

c. Interior and exterior walk-off mats must be vacuumed and cleaned and must be free of all visible lint, litter and soil. Carpet style entrance mats must be vacuumed to remove soil and dirt and to restore resiliency of the carpet pile. Rubber or polyester entrance mats must be swept, vacuumed, extracted or hosed down and then dried to remove soil and grit. Soil underneath entrance mats must be removed, rubber backing must be cleaned to prevent mats from shifting or “walking” and cleaned mats returned to their normal location.

d. Interim cleaning is low-moisture cleaning of the carpets and includes the use of properly applied spotting and encapsulation chemicals following the manufacturer’s recommendations. Interim cleaning is defined as the spot cleaning, pile lifting, vacuuming, and application and brushing-in encapsulating chemicals followed by another complete vacuuming. Interim cleaning must be performed on a regular basis and more frequently in high traffic areas and must provide for carpets free of spots, accumulated dirt and grime. The nap of the carpet must be lifted with proper pile lifting and complete vacuuming, following a pattern that will give the carpet pile a clean and uniformly clean appearance. Chairs, receptacles, tables, benches and any other non-fixed items must be tipped or moved where necessary to allow for cleaning of the whole surface and must then be placed back into their original positions after the carpets are adequately dry. Fans and air movers must be used to ensure proper drying of carpets. Furniture must not be moved in a manner that results in damage to the furniture.

4) Ceramic and Vinyl Composition Tile Care Processes

Ceramic and vinyl composition tile must be maintained in such a manner as to promote longevity and must be left in a clean, orderly and safe condition. The end result of all tile floor cleaning procedures is to leave all surfaces free of dust, dirt soil, gum, cleaning agents, and all removable stains. Care must be taken to avoid damaging any tile floor surface irrespective of the method of cleaning technique employed.

a. Tile floor surfaces which have been swept, mopped, or cleaned with an auto scrubber must present a uniformly clean appearance. Floors should be dry prior to any metal objects being placed back on the floor so as not to allow any rust to form on the floor. All cleaning solutions must be removed from baseboards, furniture, receptacles, chairs, and other similar items. All furniture and small items in the area to be cleaned must be moved and replaced.

b. Auto scrubbing is satisfactorily performed when all tile floor surfaces are without embedded dirt, cleaning solution, film, debris, stains and marks, or standing water, and the floor has a uniformly clean appearance. The method used must be sufficient to clean all grout and/or uneven tile floor surfaces. Tile floor surfaces should be pH neutral when scrubbing is complete. When cleaning with an auto scrubber, extra time needs to be considered for detail damp/wet mopping of corners, edges, around furniture, plants and other obstacles, and picking up any water left behind from the machine.
c. Tile floor finish removal (stripping) is accomplished when all visible floor surfaces, including surfaces that can be exposed by the removal of non-fixed furnishings, have all finish and/or sealer removed down to the flooring materials without causing damage, are free of all dirt, removable stains, deposits, debris, cleaning solution and standing water, and the tile floor has a uniform appearance when dry. Tile floors must be scrubbed with a machine equipped with a stripping pad, except those areas where the use of manual devices is necessary, such as along walls and in corners. The stripping solution and rinse water must be picked-up with a wet/dry vacuum following finish removal operation immediately; the tile floor surface must be left pH neutral. Care is to be taken to clean and leave no finish on window ledges, mullions, baseboards, walls, doors, furniture, and other adjacent areas.

d. A finished tile floor application is satisfactorily completed when all old wax/polish has been completely removed, including in corners and along edges, and sufficient coats of wax/polish have been properly applied with enough drying time between each coat to assure that the reflectance will be uniform with no streaking, swirls, globbs, bubbling, or yellowing. The use of sealer prior to wax application must only be allowed with prior approval; waxes not requiring sealer are preferred.

e. Finish recoating must be done in traffic areas where finish has worn and needs to be recoated. A satisfactorily recoated tile floor is scrubbed, cleaned and rinsed in preparation to recoat with more finish. Care must be taken to apply finish to worn areas of the floor and feathered into the areas where the finish is not worn, and not to add unneeded layers of finish long edges or in areas where it does not wear.

f. All finished tile floor areas must be buffed to an acceptable sheen with a floor buffer or burnisher as needed to sufficiently maintain maximum gloss on flooring without a matte finish. All residual dust from this process must be removed from the edges, baseboards, and surrounding surfaces must be buffed.

g. A written maintenance log must be maintained and must at a minimum detail the number of base coats and finish coats applied and the duration between stripping and re-coat cycles. Copies of the tile floor maintenance log must be provided to Contract Management upon request.

5) Terrazzo Floor Care Processes

a) Dust mop floor with a clean dust mop or Easy Trap Duster to remove surface dirt.
b) Auto scrub floor with neutral cleaner and green or red scrub pad as appropriate.
c) Hand work stubborn stains and scuff marks using a neutral cleaner diluted with water. Follow stain removal procedure.
d) Cold water rinse the floor with an auto scrubber, and allow the floor to dry completely.
e) Burnishing with a walk behind or riding burnisher shall be performed nightly, phased monthly.
f) Terrazzo Tile, Grout, and Joint Replacement shall be performed year round, as authorized.
g) Terrazzo Tile Grinding, Polishing, and Sealing shall be performed year round, as authorized.

Note: The current Terrazzo Tile finish does not involve a topical surfactant other than an impregnator. No topical surfactant or other coating is to be applied to the Terrazzo.

7) Concrete Floor Care Process

Concrete flooring must be maintained in such a manner as to promote longevity and must be left in a clean, orderly and safe condition. The end result of all concrete floor cleaning procedures is to leave all surfaces free of dust, dirt soil, gum, cleaning agents, and all removable stains. Concrete flooring which has been swept, mopped, pressure washed or cleaned with an auto scrubber must present a uniformly clean appearance.
E. Chemical Management
A readily-available MSDS must be organized with a table of contents to facilitate review or inspection by Authority at any time.

Manage and dispose of all chemical wastes (and wastes otherwise restricted from disposal as sanitary wastes) at no cost to Authority. Solid wastes that exhibit no hazardous characteristics or contamination by regulated substances may be disposed of responsibly in available on-site Authority receptacles or dumpsters. Recyclable materials should be collected and disposed of per the guidelines in Section G, Recycling Program Collection Standards, below. No waste materials or effluent may be discharged outdoors or to Authority’s storm water sewer system. Only wastewaters suitable for discharge to the sanitary sewer will be allowable. All sanitary sewer discharges must comply with Authority rules and regulations.

F. Garbage/Trash Disposal Standards

1) Garbage/Trash must be collected from all offices, hallways, public areas, and receptacles in the Airport Terminal.

2) Garbage/Trash must be collected in a frequency so as to prevent the overflow of receptacles.

3) All collected Garbage/Trash must be moved to locations designated by Authority for disposal. Garbage/Trash must be collected in a cart and transported with the least amount of impact or inconvenience to Airport tenants, employees, and passengers. Garbage/Trash must not be left within the public view.

4) If Garbage/Trash is stockpiled for reduced frequency of trips to the trash collection areas, the stock piling must be done out of the public view and for no more than two hours and must be kept in a covered conveyance/cart. All employees must be properly trained in the operation of the compactors to ensure that Garbage/Trash is appropriately placed in the compactors and completely compacted to prevent clogging of debris.

5) Employees must be trained to not co-utilize elevators with the public while transporting Garbage/Trash. All Garbage/Trash carts must be kept clean, odor free, and well maintained. Tracking of oil, dirt, debris, salt, grease, wheel marks, or other outside substances into the Airport Terminal Facilities must be prevented at all times. All Garbage/Trash collection containers must be cleaned on a regular basis to prevent offending odors and an unprofessional appearance.

G. Recycling Program Collection Standards

1) Recyclables collected from the public area recycling receptacles of the Airport Terminal must be placed in blue-tinted plastic bag liners so that recyclable materials can be clearly identified and kept separate from collected Garbage/Trash.

2) All recyclables, including but not limited to, paper, newsprint, plastic, aluminum, and cardboard, must be transported to the collection sites as designated by Authority. The bags containing recycled materials must be emptied into the designated collection containers upon delivery to the collection area and the bags themselves must be disposed of as trash. Additionally, any bag appearing to contain material contaminated by more than 10% non-recyclable materials must be disposed of as trash and not placed in the recycling collection containers.

3) Employees must be trained to not co-utilize elevators with the public while transporting recyclables. All carts must be kept clean, odor free, and well maintained. Tracking of oil, dirt, debris, salt, grease, wheel marks, or other outside substances into the Airport Terminal must be prevented at all times. All Waste receptacles containers must be cleaned on a regular basis to prevent offending odors and an unprofessional appearance.
4) Cardboard must be collected separately and transported to the trash collection areas and compacted in the designated cardboard compactor. All employees must be properly trained in the operation of the compactors to ensure that cardboard is appropriately placed in the compactors and completely compacted to prevent clogging of debris.

5) Future recycling, composting or program enhancements that Authority implements including, but not limited to, changes in the recycling materials, segregation approach, locations and types of recycling receptacles and volume of materials generated must be adhered to and supported.

H. Policing Services Standards
Policing services of all public areas of the Airport Terminal includes, but is not limited to, curbside pick-up / drop-off areas, restrooms, public seating areas, smoking areas, gate hold areas, ramps, and hallways. Policing frequencies must be adjusted by the Provider to maintain the appearance standards to accommodate the conditions and usage patterns in the Airport Terminal. Policing must be done as outlined to ensure the Airport Terminal presents a clean image to the traveling public and other users, free of dust, dirt, debris, scuff marks, stains, soil, film, wet spills, and odors.

I. Sustainable Cleaning Standards and Processes

1) Environmentally Preferred Cleaning. Environmentally preferred cleaning includes the use of products or services that have a lesser or reduced negative effect on human health and the environment when compared with competing products or services that serve the same purpose.

2) Chemicals that avoid solvent based additives must be used unless pre-authorized by Contract Management and must meet the criteria of either Green Seal standard GS-37 “Industrial and Institutional Cleaners” and/or DFE (Designed for Environment) standards.

3) Paper products, hand soap, and trash liners must be recycled-content products that meet the EPA recovered-content criteria (Comprehensive Procurement Guidelines – CPG) and should be selected wherever possible.

4) Paper and trash liner products must meet Authority specifications and meet the EPA recovered-content CPG criteria.

J. Low Environmental-Impact Cleaning
It is preferred to use cleaning practices, associated Cleaning Agents and supply purchases to promote sustainability and improve building safety and occupant well-being. This ensures that all cleaning procedures, equipment, Cleaning Agents, and janitorial supplies in use at Airport Terminal Facilities assure a clean and safe building, reduce the risk of toxic chemical exposure to janitorial staff and Airport Terminal Facilities occupants, and maintain healthy air quality. Only Cleaning Agents, materials, supplies and equipment which meet the criteria of the United States Green Building Councils’ (USGBC) Leadership in Energy and Environmental Design-Existing Building Operations and Maintenance (LEED-EB O&M) should be used.

K. Sustainable Cleaning Systems
The use of sustainable cleaning systems protects the environment and protects occupant exposure to toxic materials by reducing the overall need for janitorial staff to clean with chemicals. Wherever feasible, use of microfiber dust mopping of floors and dusting cleaning of hard surfaces should be employed, which in conjunction with the entryway systems, use of HEPA filters, and a daytime vacuum program to eliminate pollutants, reduce the need for wet/chemical cleaning. Concentrated Cleaning Agents must be diluted on site wherever available to reduce energy use involved with the transportation of the product and resource conservation from reduced packaging. The use of sustainable Cleaning Agents meeting the requirements set forth in LEED-EB O&M, ensures that volatile organic compound (VOC) limits are reduced. This improves indoor air quality in the Airport Terminal, reduces ground ozone formation,
releases no ozone-depleting chemicals and reduces the risk of janitorial staff and Airport Terminal occupants to toxic chemical exposure.

L. Sustainable Cleaning Operating Procedures
Standard operating procedures must be in place and followed which reflect the core principles of sustainable cleaning. Procedures must address how janitorial cleaning, hard floor maintenance, and carpet maintenance must be consistently implemented, managed, and audited. Procedures should also include proactive strategies to reduce contaminant infiltration at the source such as walk-off mats and daytime vacuuming.

M. Environmental Health and Safety Regulations Compliance
All Federal, State, and local health, safety and environmental regulations must be complied with including Occupational Health and Safety Act (OSHA) requirements under the Hazard Communication Standard and the EPA Resource Conservation and Recovery Act (RCRA). Chemical storage on site should be limited and chemicals must be stored safely with appropriate spill response equipment, procedures, and staff training.

N. Chemical Concentrations and Dilution Systems
Concentrated Cleaning Agents should be diluted on site; however, when applicable, concentrated Cleaning Agents that are packaged in “ready-to-dispense” (RTD) or other appropriate dilution systems are acceptable. All product dilution/dispensing systems must be pre-approved by Contract Management. Concentrated packaging systems are used to dilute and dispense a wide variety of concentrated cleaning solutions, from general purpose cleaners and glass cleaners to floor cleaners and restroom cleaners. The use of such Cleaning Agents reduces green-house gas emissions associated with transport of bulkier, “ready-to-use” Cleaning Agents.
EXHIBIT C

RESERVED
## Exhibit D1
### Cost Proposal

<table>
<thead>
<tr>
<th>Cost Proposal Summary</th>
<th>Proposed Routine PUBLIC Area* Cleaning Rate (per square foot)</th>
<th>Proposed Routine NON-PUBLIC** Area Cleaning Rate (per square foot)</th>
<th>Proposed PROJECT*** Cleaning Rate (per square foot)</th>
<th>Proposed Extra Work^ Rate (per hour)</th>
<th>Proposed Monthly Supplies^^ Rate (per passenger)</th>
<th>Total Cost Proposal per Year</th>
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</tr>
<tr>
<td>Option 2 24-Month Renewal</td>
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</tbody>
</table>

When calculating out the "**Total Cost Proposal per Year**" use the figures below, pulled from Exhibit D2, Sample Pay Application in the following formulas:

\[
\text{(proposed rate) \times (appropriate square footage stated below) \times (12 months)=}
\]

\[
\text{(proposed hourly rate) \times (250 hours) \times (12 months)=}
\]

\[
\text{(proposed supply rate) \times (750,000) \times (12 months)=}
\]

* **NOTE**: use (24 months) for the Option years.

* PUBLIC Square Footage: 577,773 sq ft
** NON-PUBLIC Square Footage: 145,944 sq ft
*** PROJECT Square Footage: 723,717 sq ft
^ 250 hour per month
^^750,000 estimated passengers per month

## Provide in words (spell it out), the Total Cost Proposal per Year

<table>
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<tr>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Option 1 24-Month Renewal</th>
<th>Option 2 24-Month Renewal</th>
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</thead>
<tbody>
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</tbody>
</table>
Lee County Port Authority  
ATTN: ACM  
11000 Terminal Access Rd. Suite 8671  
Fort Myers, FL 33913  

**To:** Monthly Routine Public Area Cleaning Cost per square foot rate:  
Monthly Routine Non-Public Area Cleaning Cost per square foot rate:  
Monthly Project Cleaning Cost per square foot rate:  
Extra Work Labor Cost per Passenger (prior month)  

<table>
<thead>
<tr>
<th></th>
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<td>45,238</td>
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<td>$0.00</td>
<td>$0.00</td>
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<td>Chiller Building (restroom only)</td>
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<td>195</td>
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<td>$0.00</td>
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<td>Exterior/Sidewalk/Open Areas</td>
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<td>$0.00</td>
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<td>$0.00</td>
<td>$0.00</td>
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<td>$0.00</td>
</tr>
</tbody>
</table>

To contain only work completed and accepted by the Authority as identified on a monthly basis.  
Note: Attach all approved Extra Work Forms, Passenger Correction Data, and Assessed Liquidated Damages Forms.

---

**Exhibit D2**  
Sample Pay Application  
(example form that the Authority would like utilized during term of contract)
The Cleanable Square Footage is listed in the table below and further depicted in the attached Airport Terminal Facilities drawings. The associated drawings are intended to show location only. **NOTE:** The cleanable square footage totals represented below must be used as your basis for pricing and will be used as the basis for payment. The amounts may vary depending on additions and/or deletions to the Airport Terminal Facilities.

### Main Terminal Cleanable Public and Non-Public Square Footage

<table>
<thead>
<tr>
<th>Level</th>
<th>Public Cleanable</th>
<th>Non-Public Cleanable</th>
<th>Total Cleanable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Level</td>
<td>124,679</td>
<td>45,238</td>
<td>169,917</td>
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<tr>
<td>2nd Level</td>
<td>271,067</td>
<td>6,580</td>
<td>293,847</td>
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<tr>
<td>3rd Level</td>
<td>0</td>
<td>41,232</td>
<td>41,232</td>
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</table>

### Outbuilding non-Public Cleanable Square Footage

<table>
<thead>
<tr>
<th>Area</th>
<th>Cleanable Square Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Field Shop</td>
<td>3,395</td>
</tr>
<tr>
<td>Vehicle Maintenance Building</td>
<td>6,256</td>
</tr>
<tr>
<td>Airport Training &amp; Conference Center</td>
<td>6,849</td>
</tr>
<tr>
<td>Airfield &amp; Grounds Maintenance Building</td>
<td>5,961</td>
</tr>
<tr>
<td>ARFF</td>
<td>14,659</td>
</tr>
<tr>
<td>Commercial &amp; Ground Transportation</td>
<td>1,203</td>
</tr>
<tr>
<td>Chiller Building Restroom</td>
<td>195</td>
</tr>
<tr>
<td><strong>Total Cleanable</strong></td>
<td><strong>38,518</strong></td>
</tr>
<tr>
<td>Exterior/Sidewalk/Open Areas (Public)</td>
<td>145,624</td>
</tr>
<tr>
<td>AOA Sidewalks (non-public)</td>
<td>14,376</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>723,717</strong></td>
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### Totals

<table>
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<th>Category</th>
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<td>Terminal Public Cleanable</td>
<td>432,149</td>
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<tr>
<td>Terminal Non-Public Cleanable</td>
<td>93,050</td>
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<tr>
<td>Outbuilding Non-Public Cleanable</td>
<td>38,518</td>
</tr>
<tr>
<td>Exterior/Sidewalk/Open Areas (Public)</td>
<td>145,624</td>
</tr>
<tr>
<td>AOA Sidewalks (non-public)</td>
<td>14,376</td>
</tr>
<tr>
<td><strong>Total Cleanable</strong></td>
<td><strong>525,199</strong></td>
</tr>
<tr>
<td>First Floor</td>
<td>Second Floor</td>
</tr>
<tr>
<td>-------------------------------------------------</td>
<td>---------------------------------------------------</td>
</tr>
<tr>
<td><strong>Main Terminal</strong></td>
<td><strong>Main Terminal</strong></td>
</tr>
<tr>
<td>Floor Type Square Footage</td>
<td>Floor Type Square Footage</td>
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<td>Baggage Claim Public Area</td>
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<td>Entrance/Exit Doors</td>
<td>VCT 2450</td>
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<tr>
<td>Lost and Found</td>
<td>Ceramic Tile 23817</td>
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<td>APD Office near baggage 10</td>
<td>Corridor 2013</td>
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<tr>
<td>Restrooms</td>
<td>Stairs 1023</td>
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<tr>
<td>Elevator Lobby 101105</td>
<td>Escalators 2600</td>
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<tr>
<td>Stairs 1022</td>
<td>Interior Ticket Counter Area VCT 303033</td>
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<td>Corridor by ID Office</td>
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<td>ID Office</td>
<td>Corridor 20208/201205</td>
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<td>ID Office Training Room</td>
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<td>Stairs 2100501</td>
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<td><strong>Subtotal</strong></td>
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<td></td>
<td>118245</td>
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</tbody>
</table>

| B Concourse/Customs                              | B Concourse                                      |
| Floor Type Square Footage                        | Floor Type Square Footage                        |
| Customs                                          | Screening Area Corridor Terrazzo 1574            |
| Hold Rooms/Offices                              | TSA Screening Area Terrazzo 8813                 |
| Corridors                                        | Gate Hold Areas Carpet 25251                     |
| Restrooms                                        | Restrooms Ceramic Tile 2599                      |
| Subtotal                                         | Corridor 2B111                                   |
|                                                  | Elevator Lobby 2B43                              |
|                                                  | B1 Gate Area Carpet 655                          |
|                                                  | International Gate Areas Carpet 4519             |
| **Subtotal**                                     | **Subtotal**                                     |
|                                                  | 45183                                           |
|                                                  | 58718                                           |

| C Concourse                                      | D Concourse                                      |
| Floor Type Square Footage                        | Floor Type Square Footage                        |
| Air Comm                                         | Screening Area Corridor Terrazzo 1571            |
| Air Comm                                         | TSA Screening Area Terrazzo 8749                 |
| Operations                                       | Gate Hold Areas Carpet 20501                     |
| Operations Break Room                           | Restrooms Ceramic Tile 1642                      |
| Maintenance Offices                              | Elevator Lobby 2C43                              |
| Maintenance Offices                              | VCT 139                                          |
| Corridors                                        | TSA Screening Area Terrazzo 7789                 |
| Restrooms                                        | Circulation Area Terrazzo 10752                  |
| Subtotal                                         | Gate Hold Areas Carpet 20501                     |
|                                                  | Restrooms Ceramic Tile 2889                      |
|                                                  | Corridor 2D17 VCT 232                             |
| **Subtotal**                                     | Elevator Lobby 2D46 VCT 182                      |
|                                                  | **Subtotal**                                     |
|                                                  | 14227                                           |
|                                                  | 53921                                           |

| 3rd Floor                                        | Passenger Boarding Bridges (27)                   |
| Floor Type Square Footage                        | Floor Type Square Footage                        |
| Offices and Corridors                            | Elevators Metal 16200                            |
| Restrooms                                        | Escalators Metal 3920                            |
| Lobby Area                                       | **Subtotal**                                     |
| Storage/Break rooms/Lunch Rooms                  | 1189                                             |
| Stairs                                           | 53921                                           |
| Subtotal                                         | 2600                                            |

| RAC Building                                     |                                      |
| Floor Type Square Footage                        |                                      |
| Circulation Area                                 |                                      |
| Restrooms                                        |                                      |
| Subtotal                                         |                                      |
|                                                  | 20203                                           |
Janitorial Routine & Project Cleaning Services
Exhibit E-9
Public - Cleanable Areas
(20,203 Square Feet Total)
Janitorial Routine & Project Cleaning Services
Exhibit E-10

Public - Cleanable Areas
(3,421 Square Feet Total)
Janitorial Routine & Project Cleaning Services

Exhibit E-12

- **Janitorial Use Spaces**
- **Non-Public - Cleanable Areas**

(1,203 Square Feet Total)
Janitorial Routine & Project Cleaning Services

Exhibit E-13

Non-Public - Cleanable Areas
(3,244 Square Feet Total)
Janitorial Routine & Project Cleaning Services
Exhibit E-14

Janitorial Use Spaces
Non-Public - Cleanable Areas
(3,012 Square Feet Total)
Janitorial Routine & Project Cleaning Services
Exhibit E-15

Janitorial Use Spaces
Non-Public - Cleanable Areas
(3,395 Square Feet Total)

Lee County Port Authority
Airport Maintenance Field Building (North)
5990 Air Cargo Lane, Fort Myers, FL 33905

RFP 20-45
EXHIBIT E
Page 15 of 18
Red doors indicate NO ACCESS

Janitorial Routine & Project Cleaning Services
Exhibit E-17

Janitorial Use Spaces
Non-Public - Cleanable Areas
(5,961 Square Feet Total)
## CURRENT EQUIPMENT LIST

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<td>8/9/2009</td>
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<tr>
<td>Tennant</td>
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</tr>
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<tr>
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<td>I-Mop Cart</td>
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<td>9/1/2017</td>
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<tr>
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<td>I-Mop Cart</td>
<td></td>
<td>3/5/2018</td>
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<tr>
<td>Tennant</td>
<td>I-Mop Cart</td>
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<td>3/5/2018</td>
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EXHIBIT G1
STANDARD PROCEDURES FOR ROUTINE CLEANING

The procedures depicted in this exhibit are historical representations of the previous Provider’s ability to maintain expected cleaning standards at RSW, as approved by the Authority. The Provider may be required to modify cleaning procedures, frequencies, materials, and equipment as agreed upon between the Authority and the Provider.

1. Procedure 1 – Clean Interior Public Areas (First and Second Shifts)
   A. Use a long-handled microfiber dust mop to sweep dirt and dust from the terrazzo tile floors, and use a long-handled dust pan and broom to pick-up any trash dropped on floors, stairways, elevators, and escalators.
   B. Empty waste receptacles and replace torn or soiled plastic liners. Empty Recycle Containers and deliver recycled materials to the proper staging area for delivery to the bulk recycling compactors. Clean the outside of the ash/trash/recycling units if any soil, ash, spills, or streaks are evident.
   C. Spot-clean spills immediately upon observing such spill or water accumulation using the appropriate technique for spot/spill treatment. Large spills or water accumulation, i.e., those where the clean-up effort would substantially impact the passenger flow or would in any way put passengers at risk, will be blotted dry to prevent a slipping hazard and will be mopped up, or if on the carpet, referred to the designated spotter and/or third shift for detail cleaning. If the spill is wet or slippery, or due to its nature (e.g., paint) must be fully treated immediately, the area shall be isolated from the public using industry-appropriate barricades approved by the Authority during treatment and drying.
   D. All first and second shifts custodial personnel assigned this procedure will be equipped with the necessary chemicals and equipment for gum removal, and it will be their responsibility to find and remove gum at all times.
   E. Spot-clean glass windows or partitions 12’ and below as needed. Spot clean all vertical and horizontal surfaces as needed.
   F. Remove all debris from seats, tables and floor at seating units, taking care that the material is abandoned before removing.
   G. Police interior planters, sign barges, information displays, advertising millwork, exterior FIDS displays – remove debris and clean/dust tops and sides as needed.
   H. Report items requiring repair or maintenance to the Shift Supervisor or Crew Leader. Supervisors and Crew Leaders should submit work orders to the Maintenance Department Computerized Maintenance Management System (CMMS) by sending an email to maxservice@flylcpa.com. The email should include a description and detailed location of the issue. Any maintenance items requiring immediate attention should be reported to Airport Communications at 239-590-4810.

   *Note: Custodial personnel shall be polite and helpful to the public at all times.

2. Procedure 2 – Public Restroom Areas (First and Second Shifts)
   A. Empty waste receptacles. Pick up any litter.
   B. Replace any disposable plastic liners which are soiled or torn.
   C. Supply and re-stock toilet paper, paper towels, toilet seat covers, feminine products, and hand soap or foam, as applicable and necessary.
   D. Clean soiled basins, toilets, or urinals, with paper towel and cleaner disinfectant solution in plastic spray-bottle; dry toilet seats with paper towel (use lotion-type cleanser on heavy soil).
   E. Clean spills with mop and cleaner-disinfectant solution.
   F. Use a plumber’s plunger to unclog a clogged toilet.
   G. Report any malfunctions or repair items noted to the Shift Supervisor, Crew Leader, Manager or Authority Maintenance Department as appropriate.
H. At a minimum, each public restroom shall have Items A through G above accomplished approximately every thirty (30) minutes, less often in lower demand restrooms and more often in higher demand restrooms. Provider shall formulate a methodology for optimizing the cleaning frequencies of public restrooms based on demand, flight activity, and historical trends, as appropriate.

3. Procedure 3 – Sidewalks and Patio Areas (First, Second, and Third Shifts)

A. Police all outside areas to include the service drive tunnel and front of upper and lower level terminal from plate glass to the opposite side of roadway, including the Gazebo on east end of the terminal building, the pedestrian bridges and crosswalks to the parking garage, the commercial curb, rental car curb and courtyard areas, designated public smoking areas, designated employee smoking areas, main public parking garage stairwells, and public parking garage elevator landings.

B. Police and sweep the service drive tunnel, service drive vending areas, and all airside sidewalks areas; and, the airside ramp areas (weekly) from the building to ten (10’) feet from the curb around the entire perimeter of the AOA terminal areas.

C. Empty all waste receptacles; wipe out soiled waste receptacles with treated or damp cloth. Replace any disposable plastic liners, which are soiled or torn. Clean sand urns and strain sand; replace sand as needed. Wash waste receptacles as necessary to remove any soil, inside or outside.

D. Remove any litter, chewing gum or discarded boxes from sidewalks, streets, stairwells, elevator landings and curb areas. Store discarded boxes in designated areas, and transport such boxes each shift to cardboard compactor.

E. Dust benches, including brackets and legs underneath. Remove any gum or stickers.

F. Police exterior Curb Areas *

G. Push and remove standing water as needed.

H. Power clean sidewalks, joints and tile walls at least weekly on the third shift.

I. Power clean concrete vertical structures, concrete planters and planter walls at least weekly on the third shift.

*Note: Caution must be used to avoid damaging skycap podiums, scales, and related equipment; baggage handling system introduction points, doors and components; public-use bag cart rental machines; and, expansion joints, caulking and sealants. Direct pressure cleaning of these areas must be avoided.

J. Personnel assigned to Procedure 3 shall wear a bright orange reflective safety vest on the outside of all other clothing at all times.

4. Procedure 4 – Restrooms (Third Shift)

DAILY:

A. Empty waste containers into the waste bag on the cart. Transport to trash staging cart or designated area(s) at the end of each shift, or at another convenient time as needed. Replace any soiled or torn disposable trash liners.

B. Re-supply toilet paper, feminine products, paper towels and hand soap/foam, as applicable.

C. Clean mirrors with glass cleaner in plastic spray bottles and clean microfiber cloth. Do not use paper towels.

D. Clean basins, shelves, hardware, spot-clean partitions and walls with cloth or sponge wet with cleaner-disinfectant solution in plastic pail or in plastic spray bottles. Use lotion-type cleaner and cloth or sponge for removing stains or heavy soil, especially on basins. Rinse after use of cleaner. On walls and partitions, wipe dry with damp cloth to prevent streaks.

E. Clean inside of bowls and urinals with bowl mop, using the cleaner-disinfectant solution from a spray bottle or poured from plastic pail over the mop.
F. Clean toilet seats and outside of toilets and urinals with cloth or sponge and cleaner disinfectant solution in plastic pail or from a plastic spray bottle. Wipe seats dry with cloth.

G. Spot-clean stainless steel and chrome surfaces. Wipe dry first, and then use a cloth dampened with stainless steel cleaner.

H. Wash waste containers as needed, or at least weekly.

I. Mop floor, using cleaner-disinfectant solution microfiber flat mop. Pick up a solution with dry mop. Once each week or as needed, the floors should be rinsed after mopping, using clear water. Clean all floor line grout using an approved cleaning solution and process.

J. Remove and clean the floor mats at least weekly, or as necessary, to clean debris and stains from the mat fabric, and in between the mat grooves. Dry thoroughly before replacing to the designated location in the restroom.

**WEEKLY:**

A. Clean underside of basins with cloth/sponge and cleaner-disinfectant solution. Clean hardware underneath using cloth with stainless steel cleaner and wipe dry.

B. Descale fixtures, using mild acid-type bowl cleaner, being certain to keep bowl cleaner inside of fixtures.

NOTE: Use plumber's plunger to unclog a clogged toilet. Report any stoppage or leaks that cannot be corrected to Shift Supervisor or Crew Leader.

5. Procedure 5 – Elevators (Third Shift)

**DAILY:**

A. Sweep and mop tiled or stainless steel grate floors to remove soil, stains, or gum.

B. Clean door track with tank-type vacuum cleaner and/or wire brush as necessary. Also use a broom to clean next to the wall to remove all dirt and debris.

C. Clean stainless steel elevator walls, control panels (no water), and elevator doors with clean microfiber cloth. Spot-clean daily to remove marks and smudges and clean completely on a weekly basis. Use a small amount of stainless cleaner and polish on stainless steel surfaces, as needed and then rub dry.

**WEEKLY:**

A. Sweep and mop hard surface tile or steel grate floors.

B. Clean ceiling surfaces, and remove ceiling tiles to clean dirt, bugs, debris from the top and interior tracks of any transparent ceiling tile sections.

6. Procedure 6 – Public Areas (Third Shift)

**DAILY:**

A. Remove cold material from ashtrays into a waste receptacle or waste bag. Empty any waste from trash receptacles into trash bags on cart. Wipe out soiled waste receptacles with treated or damp cloth. Clean sand urns and strain sand; replace sand as needed and clean edges of sand urns. Replace plastic liners which are torn or soiled. Wash waste receptacles to remove any soil, inside and outside.

B. Police planters. Spot clean as needed.

C. Dust all windowsills, ledges and furniture tops, using a lightly treated cloth, dusting mitts, or small dust mop with a short handle.

D. Dust artwork with dusting tool – use caution for sensitive artwork.

E. Clean smudges and soil from glass doors and windows, using a glass cleaner in a spray bottle and a clean cloth.

F. Vacuum clean carpets. Use the large carpet vacuum with beater for open areas and medium duty pile lifter for less open areas. Use tank-type backpack vacuum cleaners under furniture and in areas where other machines cannot reach.
G. Spot-clean carpets to remove spots and stains using the manufacturer’s approved process and spot kit materials. Use manufacturer’s recommended gum removing product or other Authority approved product to remove chewing gum.

H. Dust mop terrazzo tile and resilient floors with a large width, dry dust mop, keeping the dust mop head on the floor at all times. Pick up soil from the floor with a dustpan. Vacuum dust mop head periodically to remove dust when able, or shake out into an empty plastic bag, with mop head in the bag – replace mop head as necessary due to wear, odor, or infiltration of debris.

I. Clean tops of water fountains with a few drops of lotion-type cleaner. Use a separate cloth for tops of water fountains. Wipe off with dry clean cloth. Clean lower panels with stainless steel cleaner and wipe dry.

J. Report items requiring mechanical repair to Shift Supervisor or Crew Leaders.

K. Spot-clean finger marks and smudges on walls and doors. Use detergent solution in a spray bottle and a sponge - rinse with sponge and clear water in a plastic bottle, as needed.

L. Rearrange furniture per the approved Position Arrangement Plan as necessary.

7. Procedure 7 – Concrete Stairways, Non-Public Stairwells and Landing (Third Shift)

**DAILY:**
A. Police to remove litter.
B. Sweep up dirt and debris, and mop up any spills or stains.
C. Remove chewing gum with a putty knife.
D. Spot-clean doors. Use a broom to knock down any cobwebs.

**WEEKLY:**
A. Sweep with whisk broom or vacuum-clean treads with pack vacuum.
B. Wash hand rails with clean cloth and detergent solution.
C. Spot-clean walls and risers.
D. Every two (2) Weeks or as necessary: Mop stair treads.

8. Procedure 8 – Offices, Lounge, and Conference Rooms (Second or Third Shift)

**DAILY:**
A. Empty all waste receptacles. Wash out soiled receptacles with cloth and cleaner-disinfectant solution. Replace disposable plastic liners which are torn or soiled.
B. Spot-clean glass in doors and partitions. Use a soft clean cloth and glass cleaner in a spray bottle.
C. Spot-clean doors, walls and furniture.
D. Vacuum-clean high-use traffic patterns in any carpets using a large, wide-sweep, heavy-duty pile lifter vacuum and a wide upright for spot cleaning. Vacuum entire office high and moderate traffic areas twice weekly, and vacuum accessible offices weekly using a wide upright vacuum, using a backpack vacuum cleaner, or hose and wand attachments to get under and around furniture, planters, etc.
E. Dust mop terrazzo, vinyl, or porcelain tile and resilient floors with dry dust mop.
F. Arrange furniture.

**TWICE WEEKLY:**
A. Mop resilient and/or tile floors with detergent solution. Rinse when needed with mop dampened with clear water. Mop up spills daily and concrete floors weekly.
B. Spray-buff scuffed, marked or dull resilient floors and then dust.

**WEEKLY:**
A. Remove recycled office paper from individual offices and photocopier rooms, and remove recycled items from the recycle containers from Break Rooms for delivery to the recycling staging areas and then to the proper recycling compactor.
B. Dust cleared areas of furniture tops, shelves, sills and ledges. Use treated cloth or dusting mitts (dust vertical surfaces bi-weekly). Dust clocks, pictures, lamps, including tops and decorative wood paneling on walls and doors.

C. Airport Communications ESD (static control tile) floors to be cleaned using VPI ESD Ongoing Cleaner and used to manufacturer’s directions and specifications.

MONTHLY:
A. Vacuum vents, corners, and horizontal blinds.

9. Procedure 9 – Horizontal Surfaces (All Shifts)

Cleaning shall be accomplished at least twice per day, as necessary, based on use. Dust and spray clean all horizontal surfaces including, but not limited to, counter tops, ledges, window sills, planters, displays and monitors, consoles, information booths, tops of displays, removing all dust, dirt, adhered and impregnated matter.

10. Procedure 10 – Light Fixtures (Third Shift)

Dust and remove all dirt and impregnated matters on interior and exterior surfaces.

11. Procedure 11 – Stainless Steel Surfaces

Clean stainless steel surfaces at least once per day on the third shift.


A. Shall be accomplished at least two to four times per shift. Empty, clean and dry, remove and replace with new plastic trash can liners any plastic liners which are torn or soiled. The liners must be folded back over the rim of the receptacle. This applies to all waste receptacles, ash receptacles, recycling containers and other trash containers within the terminal, and on each service to Authority offices and outbuildings. Receptacles on the terminal curb; commercial curb and the service drive/vending areas shall be emptied and returned to their initial location, or emptied in place of a heavier container. All recycling materials will be placed in designated recycling containers.

B. Boxes, cans, papers, etc., placed near a trash receptacle marked "Trash" (or "Basura") within Authority offices shall be removed and properly disposed of.

C. Certain authorized tenants, other than those involved with food preparations and news and gift sales, may be allowed to place their trash in the Provider’s trash staging carts. Provider shall transport this trash to the Trash Corral compactor.

13. Procedure 13 – Break Rooms (Authority Offices)

This shall be accomplished at least once per day on the second or third shift, as scheduled by area, or weekly for certain tasks, as appropriate. Dust and/or spray clean all horizontal and vertical surfaces including, but not limited to: ledges, sills, desks, counters, file cabinets, credenzas, railings, partitions, columns, tables, counters, shelves, chairs, chair rungs, lamps, stands, consoles, enclosures, housing, baseboards, cabinets, vending machines, sinks, furniture, doors, walls, glass, etc. Clean and stock restrooms per standard restroom cleaning specifications.

Clean all hard surface flooring. Brush and/or vacuum upholstered furniture, including under cushions as necessary to remove dust and debris. Collect trash and clean waste receptacles. Dust blinds and/or other window coverings. Perform high dusting as needed; dust lights and fixtures; clean ceiling vents, diffusers and return air grills.

This shall be accomplished at least once per day on each shift. Clean ceiling and ceiling vents; clean doors; pick up and remove all litter and trash; clean concrete floors and tile areas; dust lights and light fixtures as needed; empty receptacles as needed; clean all shelves and vertical surfaces; discard non-usable containers, boxes and chemicals; and, organize janitorial closets in a standard manner with the other closets throughout the airport(s).

15. Procedure 15 – Compactor / Trash Corral / Trash Staging Areas

This shall be accomplished each time trash is taken from the trash staging carts to the compactor/trash corral area outside of Gate 64. Pick up trash; clean concrete or asphalt surface areas; remove all impregnated matter; remove all standing water from the area; activate compactor when trash is placed in and contained in the hopper unit.

Report any misuse of the poor housekeeping to the Supervisor or Contract Management Department, to include the tenant if identifiable, and report any malfunctions of the compactors, lighting, or related items to Airport Maintenance.

16. Procedure 16 – Escalators

A. This shall be accomplished at least once per day. Clean stainless steel side panels, rubber moving hand railings, platform, steps and acrylic rail, adjacent walls, metal baseboard and grooves on steps and platform using a mild cleanser.

B. Remove gum from treads/landing.

C. Sweep and mop escalator "on/off" plates, using proper precautions NOT to push in the emergency Brushes and activate a safety shut-down. If the Provider does not use appropriate care in cleaning these sensitive areas, and such actions result in a service call to the escalator service provider, the Authority reserves the right to deduct the cost of such service call from the monthly invoice.

D. Spray-clean the rubber handrails to remove dirt and grime, using an appropriate, mild and neutral cleanser. Dust and/or spray-clean the stainless steel and other horizontal or inclined surfaces, ledges, sills, etc.

NOTE: Provider shall use due caution so as NOT to engage the safety buttons, handrail brushes, or other safety shut-off equipment on the escalators, as such action may require the response of the Authority's escalator contractor to reset the escalators to place them back into operational service. The Authority reserves the right to deduct the cost of such billable responses to Provider if, in its sole judgment, such safety shutoff activation resulted from carelessness on behalf of Provider's personnel.

17. Procedure 17 – IAB / ITL / FIS / Transition Facilities

A. This shall be accomplished at least once per day on the first shift, or as necessary based on usage, as coordinated with the Contract Management Department. Remove tags and/or other adhesive backed labels, stickers, etc., from stainless steel and rubber surfaces of baggage carousels.

B. Clean baggage belts. Dust, clean with damp mop and mild cleaner, and/or vacuum tops of baggage belts.

C. Clean exterior baggage transfer devices/conveyors and surrounding area, picking up all litter.

D. Vacuum and clean carpet.

E. Clean all horizontal and vertical surface areas to include all counters, podiums, checkpoints, partitions, displays, signage, etc. Clean all ceiling, lights, doors, furniture, glass, etc., as needed.
18. **Procedure 18 – Interior Passenger Boarding Bridges (PBB’s)**

Note: Provider shall be required to clean and police the interior of all Passenger Boarding Bridges (PBBs) as per this procedure, and as necessary based on use.

A. This shall be accomplished at least once per day on the third shift, and as necessary on first and second shifts. Sweep, damp mop, and/or vacuum boarding bridge floors. Clean ceilings, walls, handrails, vertical surfaces, lights and light fixtures.

B. Perform Spot and Stain removal nightly, or as necessary throughout the day, using approved spotting methods.

C. Clean doors, door glass and exterior light diffuser. Remove any cobwebs from interior or exterior doorways and canopy. Detailed cleaning, without any over-spraying, of button/control panels and phones to remove all dirt, smudges and fingerprints.

D. Vacuum carpets nightly or as necessary. Perform spill and spot cleaning as necessary. Clean carpets utilizing hot water extraction method weekly, and utilizing the any subcontracted carpet cleaning service Quarterly or as assigned.
EXHIBIT G2
PROCEDURES FOR PROJECT WORK

The estimated frequencies depicted in this exhibit are historical representations of the previous Provider’s ability to maintain the expected cleaning standards at RSW. The Provider may be required to modify cleaning procedures, frequencies, materials, and equipment as agreed upon between the Authority and the Provider.

1. **Project Procedure 1 – Clean Main Terminal Elevator Cab Interiors**
   **Estimated Frequency Twice Weekly (Terminal - 14 units)**

   This project includes fourteen (14) terminal passenger elevators maintained by the Authority. The elevators are located in the terminal building. The Work is to be accomplished so the public is not inconvenienced. The stainless steel doors, ceiling and lighting units are completely cleaned and lightly oiled with food grade mineral oil. If necessary, the stainless steel is stripped using a high pH cleaner then re-oiled and buffed. Floor tile or steel grated floors are spot-cleaned, mopped and deep-cleaned using either the rotary scrubber and/or burnisher, as appropriate, referring to the following procedures:

   A. Using a backpack vacuum with extension or a small stepladder, vacuum the upper portion of the car. Wipe down the ceiling grid with a damp cloth and the mild degreasing solution.
   B. Use damp cloth lightly dampened with neutral detergent solution to wipe down push button and floor indicator graphics, using care so as not to allow any moisture or product to work its way beyond the surface area.
   C. Polish stainless steel surfaces with a clean white soft cloth. Use a small amount of food-grade mineral oil to treat the stainless steel. Be sure not to leave any excess oil on the stainless steel. It may be necessary to strip the stainless steel from time to time; this work will be coordinated through the Contract Management Department. This work will be scheduled no less than twice per year per elevator car, or as determined necessary.
   D. Porcelain tile or steel grated floors are spot-cleaned, mopped and deep-cleaned using either the rotary scrubber and/or burnisher, as appropriate.
   E. Vacuum the tracks, clean walls and ceiling, and report any lights out or other problems to the Shift Supervisor. If necessary, use wire brush to clean deep dirt or debris from tracks.
   F. For Administrative elevators, clean wooden panels with appropriate wood cleaner, such as Endust.
   G. Return the car to service.

2. **Project Procedure 2 – Clean Garage Elevator Cab Interiors**
   **Estimated Frequency Twice weekly (Garage - 6 units)**

   This project includes six (6) parking garage passenger elevators maintained by the Authority. The elevators are located in the parking garage. The Work is to be accomplished so the public is not inconvenienced. The stainless steel doors, ceiling and lighting units are completely cleaned and lightly oiled with food grade mineral oil. If necessary, the stainless steel is stripped using a high pH cleaner then re-oiled and buffed. Steel grated floors are spot-cleaned, mopped and deep-cleaned using either the rotary scrubber and/or burnisher, as appropriate, referring to the following procedures:

   A. Using a backpack vacuum and a small stepladder, vacuum the upper portion of the car. Wipe down the ceiling grid with a damp cloth and the mild degreasing solution.
   B. Use damp cloth lightly dampened with neutral detergent solution to wipe down push button and floor indicator graphics, using care so as not to allow any moisture or product to work its way beyond the surface area.
   C. Polish stainless steel surfaces with a clean white soft cloth. Use a small amount of food-grade mineral oil to treat the stainless steel. Be sure not to leave any excess oil on the stainless steel. It
may be necessary to strip the stainless steel from time to time; this work will be coordinated through the Contract Management Department. This Work will be scheduled no less than twice per year per elevator car, or as determined necessary.

D. Steel grated floors are spot-cleaned, mopped and deep-cleaned using either the rotary scrubber and/or burnisher, as appropriate.

E. Vacuum the tracks, replace the ceiling panels and report any lights out or other problems to the Shift Supervisor. If necessary, use wire brush to clean deep dirt or debris from tracks.

F. Remove plastic ceiling tiles, clean bugs, debris, and impregnated matter from the tile (including the interior slats of the tile), and wash, rinse, and clean as appropriate.

G. Return the car to service.

3. Project Procedure 3 – Deep Clean All Interior PUBLIC Restroom Surfaces
   Estimated Frequency: Weekly (Public Use – 40)

This project is in addition to the daily routine cleaning of the restrooms and is part of an intensive cleaning and inspection program. The project is scheduled weekly for each of the Public restrooms, and the frequency may be adjusted as needed, referring to the following procedures:

A. Close the restroom in accordance with the approved Authority procedure.

B. Remove all paper products e.g., toilet tissue, paper hand towels and toilet seat covers.

C. Add phosphoric/citric acid descaler to urinals and commodes.

D. Remove the floor mats, and sweep up any loose debris on the floor.

E. Using a sponge mop and a mild degreasing solution, both sides of the supply and exhaust ceiling vents are to be cleaned and rinsed.

F. Using a pump sprayer charged with a quaternary cleaning solution and starting at the baseboard, mist a section of wall and using a scrub pad lightly scrub the wall from the bottom up.

G. Using the "Real Cleaner" multi-purpose restroom cleaner with the same solution and starting at the top, rinse the wall and allow it to air dry.

H. Flush commodes to remove descaler. Clean both sides of the seat with solution used on walls. Clean the rim, bowl and the area where the seat is connected to the fixture with a cream cleanser. Chromed flush valves should be polished using a clean white cloth. Clean under the bowl and where the fixture is bolted to the wall by spraying, or with cream cleanser and a sponge as needed. Spray the entire fixture and allow to air dry. If necessary, return the restroom to service before the air drying can be accomplished, dry both sides of the seat, the rim and the flush valves with a clean white cloth. Leave the seat in its upright position.

I. (Men's Restrooms Only): Flush the urinals to remove the descaler. Use a cream cleanser on the interior surfaces, the rim and underneath. Use a neutral detergent on the top and sides applied with a soft sponge. On chromed valves use only a clean white cloth to polish. Spray the entire fixture with the same solution used on the walls and allow to air dry. If the restroom must be returned to service before air-drying can be accomplished, dry both sides of the seat, the rim and the flush valves with a clean white cloth. Leave the seat in its upright position.

J. (Women's Restrooms Only): Remove the liner from the sanitary napkin disposal. Thoroughly clean exterior and interior surfaces of the unit using the proper chemical. Spray the fixture and surrounding area with the chemical and allow to air dry. When dry, reline the container with the proper liner.

K. Clean partitions with the quat-cleaning solution and hand dry. The aluminum top rail should be wiped down with a damp cloth and a quat solution. Chromed handles and accessories should be treated as above. Clean stainless steel partitions with window cleaner and reapply mineral oil.

L. Clean sink using cream cleanser in interior bowl only; do not scrub chromed strainer with cleanser. Clean the chromed valves as before, care must be taken to ensure that the area adjacent to the escutcheons is not allowed to discolor and at the same time that the finish is protected. Clean the underside of the sink and the P-trap assembly by spraying with the quat cleaner and wiping dry. Spray the topside of the fixture with the quat solution and allow to air dry.
If the restroom must be returned to use before the air drying can be accomplished, dry only the chromed handles and the front panel of the fixture.

**M. Scrub all corners of the restroom floor with the scrub pad, including the area under the commodes.** Scrub the main area of the floor with a rotary machine and a degreaser solution. Grout to be cleaned with scrub brush and degreaser solution or specialized grout cleaner. Rinse the floor with clean water and mop up the residue. Mop the floor with a quat solution and allow drying. Pour mop water into the floor drain.

**N. Clean mirrors.**

**O. Check soap dispenser levels and add soap as necessary.**

**P. Replace/restock all paper products.**

**Q. Call Supervisor for final inspection and to report any deficiencies e.g., lights out, door malfunctions, etc.**

**R. Open restroom to public.**

**S. Chemicals required:**
- 1) Quaternary Cleaner
- 2) Degreaser Solution
- 3) Lotion Cleanser
- 4) Phosphoric/Citric Acid Urinal Descaler
- 5) Window Cleaner

**T. Supplies required:**
- 1) Rubber Gloves
- 2) Eye Protection
- 3) Scrub Pads
- 4) Sponges
- 5) Microfiber cloths
- 6) 40-Gallon Plastic Container
- 7) Paper Products
- 8) Hand Soap
- 9) Floor squeegee

**U. Equipment required:**
- 1) Rotary Scrubber/Roto Wash Machine – Viper or approved equivalent
- 2) Advance All-Purpose “Real Cleaner” multi-purpose restroom cleaner
- 3) Mop Bucket
- 4) Scrub Pad Mounting Handle Floor Squeegee

### 4. Project Procedure 4 – Deep Clean All Interior COMMON-USE, LCPA Restroom Surfaces

**ESTIMATED FREQUENCY:** Bi-Weekly (Common Use and LCPA Offices –21)

This project is in addition to the daily routine cleaning of the restrooms and is part of an intensive cleaning and inspection program. The project is scheduled as Bi-Weekly for Common-use and LCPA office restrooms, and may be adjusted as needed.

Refer to the procedures for this project is as specified for Project Procedure 3 above.

### 5. Special Project Procedure 5 – Clean Interior Graphics

**ESTIMATED FREQUENCY:** Four (4) Times/Year

This project is to clean ALL the interior graphics. The reason for including "all" the interior graphics is that the graphics change both in position and number as airlines change. Each floor of the terminal complex has a considerable number of graphics. Concourses 'B', 'C' and 'D' also contain a number of graphics, which are similar to the terminal graphics with respect to color and general appearance.

The graphics are cleaned with a neutral detergent. No other treatments (i.e. wax or dust treatments) are used on the graphics, thus readability due to light reflection is not affected.

### 6. Project Procedure 6 – Wash Interior Walls
ESTIMATED FREQUENCY: Four (4) Times/Year

To clean the walls, use a solution of mild soap and cool water, applied with a sponge or soft bristle (nylon) brush, to remove most minor and general surface soiling. Gently scrub the soiled area with the solution, then wipe clean with a wet sponge or soft cloth. The following method and precautions are advised:

A. Apply the solution to the soiled area and let it work for one (1) minute
B. Scrub the soiled area with a wet soft bristle brush.
C. Flood the surface with clean water.
D. Blot dry with a clean, soft cloth
E. Repeat if necessary. Be careful not to scrub too vigorously, as this solution is powerful and can damage the finish. Some extremely stubborn stains may not be removable.

7. Project Procedure 7 – Clean Terrazzo Tile Floors
ESTIMATED FREQUENCY: Nightly, Phased Monthly as described below

A. Nightly Cleaning
   1) Dust mop floor with a clean dust mop (yarn wick) or Easy Trap Duster to remove surface dirt.
   2) Auto-scrub floor with neutral cleaner (product to be determined) and green or red scrub pad as appropriate.
   3) Hand work stubborn stains and scuff marks using a neutral cleaner diluted with water. Follow stain removal procedure as prescribed herein.
   4) Cold water rinses the floor with an autoscrubber, and allows the floor to dry completely.

B. Burnishing
   1) Dust mop floor with a clean dust mop (yarn wick type) or Easy Trap Duster to remove surface dirt.
   2) Burnish floor with push behind or ride on high speed burnisher at frequencies as described in item 3) below.
   3) Burnish High Traffic areas nightly. Burnish Moderate traffic areas Twice per Week, and Low traffic areas weekly.

C. Recoating and Stripping
   The current Terrazzo Tile finish does not involve a topical surfactant other than an impregnator which is accommodated under a separate project. No topical surfactant or other coating is to be applied to the Terrazzo.

D. Apply Floor sealant/finish coat
   The current Terrazzo Tile finish does not involve a topical sealant/finish coat other than an impregnator which is accommodated under a separate project. No topical sealant or finish is to be applied to the Terrazzo.

8. Project Procedure 8 – Clean High Areas and HVAC Vents
ESTIMATED FREQUENCY: Four (4) Times/Year (currently subcontracted)

This project involves cleaning high elevation items (twelve [12’] feet and above) in the main terminal, concourses, to include HVAC vents and returns, window sills, ledges, overhead sign barges, columns and support members, artwork, metal ticket counter overhangs and structural members, advertising displays, airport directories, flight information display system millwork, telephone banks, and all fixtures to include PA system speakers, light fixtures and sconces, signs, fire alarm annunciators, and other items which may collect dust, cobwebs, or related debris.

Due to the specialized nature of this Project, the Provider may utilize a licensed and qualified subcontract vendor, with a minimum of five (5) years’ experience in performing high cleaning at a large commercial and/or industrial facility. Evidence of such qualifications, experience, and licensing shall be provided with
the Proposal. The Authority may provide use of a suitable lift device upon completion of a training session in the use of same, along with the execution of a waiver of liability form suitable to the Authority’s Risk Manager. The process must have the following properties:

A. Restore surfaces and/or fixtures to “like new” or “near new” appearance without leaving streaks.
B. Agents used must be safe for use on ceiling vents, light fixtures, and specified items, etc.

Provider will ensure any subcontractor furnishes proper protection for building fixtures and furnishings in the designated work area, and properly protects the floor from any damage from the lift device, and ensures proper barricading of the Work areas for optimal safety. Specific procedures for the cleaning process to be used will be submitted to the Authority for approval prior to issuance of a project work order for HVAC and high cleaning.


ESTIMATED FREQUENCY: Monthly (Quantity 51)

This project involves each of the fourteen (14) terminal and six (6) parking garage elevator doors. Each elevator has a set of doors on each level of the terminal it serves and also has stainless interior surfaces. In the main terminal, thirteen (13) passenger elevators in the building serve two (2) floors with stainless steel doorways and frames, and one serves three (3) floors with double-sided exit on the first level, corresponding to a total of twenty-two (22) doorways which must be maintained. The six (6) elevators in the parking garage each serve three floors, and have a total of fourteen (14) doorways which must be maintained.

This project consists of:

A. Stripping all residual mineral oil and other dirt from the surface of the stainless steel using a floor stripping solution. The Custodian assigned to this project is required to use rubber gloves and eye protection. Care must be taken to protect surrounding surfaces which may be damaged by the very high pH solution, e.g., aluminum.

B. The stainless steel is stripped in small sections, each of which is thoroughly rinsed and dried after stripping. A generous amount of food grade mineral oil is then applied to the entire surface of the door and frame with a microfiber cloth and allowed to penetrate for approximately fifteen (15) minutes. The excess oil is then wiped away, and the door and doorway is buffed dry.

10. Project Procedure 11 – Strip, Oil, and Polish Escalators

ESTIMATED FREQUENCY: Monthly (Quantity 12)

This project is for the twelve (12) escalators, and the estimated frequency of cleaning is twelve (12) times per year per escalator. The cleaning procedure necessitates properly shutting down the escalator. A Maintenance Representative may do this if they are on site. The work is done in small sections because of the need to protect the steps from the stripping agent used. The pH of this stripper is fourteen (14) and it would discolor the aluminum stair tread if it came in contact with it. The stripper effectively removes all soil and oil from the stainless steel and after complete rinsing is accomplished, the surface is clean and looks lustrous. If the metal did not have to be protected from body oils, etc., no further treatment would be required. In the case of the escalators however, a protective light coating of oil is added which serves to facilitate the easy removal of fingerprints and other dirt. Food-grade mineral oil has been found to be the most satisfactory agent for this purpose. The procedure calls for applying a generous coating of the mineral oil and buffing it until all the excess oil is removed. We have found that experience is the best "teacher" for learning this procedure and for this reason the Night Superintendent or Day Supervisor must have personally completed the project acceptably so they can teach all Special Projects employees assigned this job. The employees assigned to this task are required to wear eye protection and rubber gloves.
All finishes or machinery, which may be damaged by a high alkaline pH, e.g., aluminum or carpet, must be protected. Using a cloth dampened with a floor stripper solution, the stainless steel will be wiped down. There should be no dripping or running of the solution and the surface being treated. After a small area is wiped down with the solution, it must be rinsed thoroughly. Do NOT use a "no rinse stripper" for this work.

Buff the rinsed area dry with a clean white cloth and proceed to the next area taking care to overlap the previous area. When the entire stainless structure is cleaned, rinsed and dried, apply a generous amount of food-grade mineral oil to the structure. Dry and rub in the mineral oil being sure not to leave a residue of freestanding oil before returning to the area to public access.

Chemicals required:

A. Non-ammoniated Floor Stripper
B. Food-Grade Mineral Oil
C. Supplies required:
   1) Rubber Gloves
   2) Eye Protection
   3) Stainless Steel Buckets
   4) Clean White Cloths

11. Project Procedure 12 – Strip, Oil, and Polish Miscellaneous Stainless Steel
ESTIMATED FREQUENCY: Monthly (or as needed based on location & appearance)

This project covers the restroom stall partitions in the public restrooms, stainless steel doors and door kick plates throughout the terminal, trash receptacles located throughout the interior of the terminal, various paper towel, toilet paper, feminine product machines, and soap dispensing units in the restrooms, caster trash receptacles located under the restroom counters, ticket counter baggage conveyor stainless steel, ticket counter base kick plates, telephone or other accessory stainless steel, inbound bag claim devices, baggage scales, and oversized bag devices, FIS partitions stainless steel, access doors to the escalators, water fountains and some graphics both inside and outside the terminal.

The process used to clean and polish the stainless steel is the same as detailed above in Project Procedure #11 above.

12. Project Procedure 13 – Wash Light Diffusers
ESTIMATED FREQUENCY: Bi-Monthly

The cleaning procedure requires that the frame and diffuser be removed from their grid for diffusers below 12 feet in height. The translucent panel is removed, washed with a mild neutral detergent solution, and thoroughly dried with a soft cloth that will not scratch the panel. Any debris, including insects, cobwebs, or related dirt, are to be wiped down and removed. The fixture is reassembled and placed back in the grid system. The frame is wiped down to remove any fingerprints left during the reassembling process.

13. Project Procedure 14 – Clean and Restore the Terminal Seating Units
ESTIMATED FREQUENCY: Quarterly (~4,000 seats)

There are approximately 3,500 vinyl seating units in the main terminal, concourse hold rooms, Federal Inspection Station and In-Transit Lounge, plus additional wooden seating (chairs, tables, and benches). The Project requires the seating units to be cleaned and treated four (4) times per year.

The detailed procedure is as follows:

A. The entire vinyl seating units is washed with a mild degreasing solution and thoroughly dried.
B. The vinyl seating unit aluminum frames are treated with a silicon-based protectant and polished.
C. The vinyl seats and backs are treated with a vinyl restorative product and then buffed to a high luster with a clean white cloth.
D. Wooden seats/tables/benches and backs are treated with a sealed wood cleaning and dusting product, and then wiped down with a clean white cloth.

E. Any gum shall be removed.

14. Project Procedure 15 – Clean Exterior Graphics
ESTIMATED FREQUENCY: Weekly

The exterior graphics are subject to soiling from vehicle exhausts, spider webs/egg sacks, and bird droppings, and require more aggressive cleaning procedures than the interior graphics. The chemical specified is an effective degreasing solution. The cleaning solution is wiped on with a clean sponge, which is rinsed frequently. The graphics must be rinsed with clean water and dried to prevent streaking. Extra care must be taken when washing the graphics above doorways; e.g., around the automatic doors at the terminal, to protect the public by deactivating the automatic doors and barricading the work area.

15. Project Procedure 16 – Carpet Cleaning
ESTIMATED FREQUENCY: Eight (8) Services per Year:

Carpet is a long-term investment and deserves a proper preventive maintenance program to protect and prolong its appearance retention. The following outlines the established practices for maintaining carpet:

A. Spot and Stain Removal

In order to maintain an even appearance level between scheduled Cleanings, it is important that spots and stains be removed on a daily basis. Carpet manufacturer approved cleaners are recommended for the removal of everyday spots and spills. Specialized Chewing Gum Remover is available for removal of gum. We suggest Rugbee Solvent by S.C. Johnson for heavier grease, tar and oil-based stains.

The Provider shall be responsible for furnishing spotting kits, gum removal products, and the approved heavy grease and oil-based stain removal products as required items under the Routine Work part of the Service Provider Agreement.

B. Vacuuming

Daily vacuuming of high traffic areas shall be performed with a dual-motor top fill upright with nylon bristle brushes. The following vacuums are suggested for heavy work, and are to be furnished under Routine Janitorial Cleaning Work:

Vacuuming of light traffic areas (office and conference rooms) should be done Weekly.

C. Pile Brushing

Pile brushing is a recommended supplement to routine vacuuming in high traffic areas, under chairs and in pivot point areas. The pile brush lifts the carpet fibers to an upright position, while removing embedded soils and extending carpet life. Frequency of pile brushing should be weekly in high traffic areas, monthly in medium traffic areas and quarterly in low traffic areas.

D. Carpet Cleaning

A scheduled maintenance program should be instituted to obtain the maximum benefit from and life from the carpeted areas. A cleaning program and process must adhere to the carpet manufacturer’s recommendations in order to maximize the life and appearance of the carpet. The current carpet cleaning subcontractor uses Releasit Encap-Clean DS2 using the following manufacturer’s process:

a. Dry Soil Recovery

i. As with all cleaning methods, it begins with proper vacuuming. Since the greatest quantity of soil in the carpet is dry soil, it is essential to remove the dry soil prior to wet cleaning. Proper vacuuming involves slowly vacuuming the carpet, concentrating on the heavy traffic areas. Making slow north-south east-west
passes. Slow and thorough vacuuming helps to recover dry soil prior to wet cleaning. Using a good commercial vacuum cleaner is helpful. Using a pile lifter can further help to open the pile and release dry soil.

b. Working with the Detergent
   i. Mix Releasit according to the directions on the jug. Hot water works well, but any temperature water can be used. Releasit emulsifies soil, holds the soil in suspension, and releases the soil during post-vacuuming.

c. Scrubbing the Carpet
   i. Apply the detergent while making a moderately fast wet-pass with the scrubber. Then follow back with a slower dry-pass. A slight amount of additional detergent can be released on the dry-pass, however it is primarily a minimal moisture pass. Applying a wet-pass and dry-pass provides a balanced approach that won't over-wet the carpet.

   ii. Keep in mind that this is a low moisture method, and it is best to keep the moisture to a minimum. An even whitening of very light foam on the surface of the carpet should be seen on your dry-pass. If foam build-up occurs, it's an indication that too much foam has been applied.

   iii. Avoid the temptation to apply more solution if the carpet is heavily soiled, simply make additional dry passes - dispensing a slight amount of detergent as the carpet is scrubbed. You should be able to observe the desired clean. Desired results should be observed on the second dry-pass.

   iv. Each area will be evaluated on each cleaning as to which process would best serve the facility.

E. Carpet Cleaning Frequency:

The following cleaning frequencies are to be incorporated for the Southwest Florida International Airport:

1) Concourse B (24,300 sf), Concourse C (21,600 sf), and Concourse D (27,900 sf) are to be cleaned eight (8) times annually.

2) Passenger Loading Bridges (27 PLB’s, 16,200 sf) are to be cleaned six (6) times annually.

3) International Arrivals Building (IAB) areas (29,250 sf) are to be cleaned two (2) times/year.

4) Mezzanine and Operation Office Areas (45,000 sf) are to be cleaned one (1) time per year, or upon request.

The Provider shall be responsible for directly performing the routine vacuuming, continuous spotting and stain removal, hot water extraction, and deep stain removal portions of this project in support of the fixed-frequency carpet cleaning services.

I. Extraction

The Provider shall perform occasional low-moisture, water only extraction of the carpet at certain frequencies as needed. In addition, occasional stubborn stains may require use of a heavy-duty hot water carpet extractor.
16. Project Procedure 17 – Clean Upholstered Furniture  
ESTIMATED FREQUENCY: Annually  

This project is for the Authority’s upholstered office furniture and traditionally has been done once per year over the Labor Day, Memorial Day, or other “long” weekend as authorized. The three-day weekend assures sufficient drying time for the furniture. The furniture is cleaned with the Von Schrader upholstery cleaner, a machine specifically designed for this type of work, or approved equivalent. The machine uses the same chemical as the ‘dry’ foam carpet cleaner manufactured by the same company. The machine dispenses ‘dry’ foam (foam with a water content between 7 and 11 percent) which is enough water to facilitate the cleaning action of the chemical, but not enough to over-wet the upholstery. The machine produces the dry foam and dispenses it through a hand-held machine powered rotary brush. The cleaning foam is worked into the fabric by the brush, and then vacuumed out with a hand-held vacuum attachment, which is a part of the machine. The entire process should take about twenty (20) minutes for an upholstered chair.

17. Project Procedure 18 – Clean Ash/Trash Units  
ESTIMATED FREQUENCY: Quarterly  

The ash/trash units are to be cleaned inside and out. The top of the unit containing sand or other material used to accommodate smokers shall be emptied out and the smoking material shall be discarded. The top shall be washed inside and out using a soft brush and a mild degreasing formula. The inside container shall be removed and cleaned both inside and outside and the outside shell shall be cleaned on all sides. The inside of the unit must be dry and no standing water shall be tolerated. The unit shall be assembled and refilled with clean sand or other approved filler.

18. Project Procedure 19 – Clean Acoustical Ceilings  
ESTIMATED FREQUENCY: Quarterly  

ACOUSTICAL CEILINGS  

Dirt and dust accumulation on the ceilings may necessitate this project to be performed in the first floor terminal areas.  

The process must have the following properties:  

A. Restore ceilings to “like new” or “near new” appearance without leaving streaks.  
B. Agents used must be safe for use on ceiling vents, light fixtures, grids, etc.  
C. Must disinfect and deodorize ceiling surfaces.  

Products used are to be applied by pressurized spray equipment, by properly trained and qualified personnel. Provider shall furnish proper protection for building fixtures and furnishings in the designated work area.  

The Authority recognizes that this work is highly specialized; therefore, this project may be subcontracted to a company specializing in this work. The requirement for submission of a detailed procedure will still apply and a listing of acoustical ceiling cleaning jobs performed by the subcontractor in the local area must be provided prior to authorizing the proposed method so the Authority can inspect the quality of work and condition of the previously cleaned acoustical tile.

19. Project Procedure 20 – Clean Passenger Boarding Bridges  
ESTIMATED FREQUENCY: Monthly  

The Passenger Boarding Bridge (PBB) floors are carpeted and are cleaned using the basic carpet cleaning procedures used elsewhere in the airport. The traffic is concentrated in a narrow area and the loading bridge can be regarded as an extended funnel or door area. This means that the carpet needs considerably more pile lifting and aggressive vacuuming to minimize the traffic lane phenomena where
the carpet fibers become crushed in the center of the loading bridge. This pile lifting is to be performed by the Provider at least weekly, or more frequently as determined necessary by the Authority.

The walls of the loading bridges are laminated plastics. They are washed with a mild neutral detergent and allowed to air dry. The ceiling is a metal "pan" type ceiling, which is wiped down with a damp cloth and mild degreasing solution.

In addition to Project work, each bridge requires routine daily care, which consists of daily vacuuming, daily mopping of gutters and matted flooring, and edge work of approximately one hour per week per bridge and is not part of this project.

20. Project Procedure 21 – Clean Airside/Landside/Mezzanine/High Windows
ESTIMATED FREQUENCY: As specified by location (High Windows currently subcontracted)

Pressure-clean around all exterior windows, window mullions, and under all window overhangs to remove cobwebs, mold/mildew, debris, and spider egg sacs from the perimeter of the window bank and all window frames. For interior windows, the immediate ledge below the windows and window sills will be cleaned and wiped with all dust and debris removed.

Wash all exterior windows, inside and outside, as well as both sides of interior windows on the first and second levels, as well as the third and fourth levels of the terminal above ticketing, at the following frequencies:

A. **Twice Weekly**: Arrival Entry Areas; Interior Departure Level Entry Areas; Departure 2nd Level Exterior Entry Areas.
B. **Weekly**: Concourse second level and terminal first and second level windows up to 6\(^{th}\) including second level Concourses B, C, and D, and Connecting Areas.
C. **Bi-Monthly**: Interior and Exterior of 1st Level Type Glass, including Concourses B, C, and D, and Connecting Areas; Interior and Exterior Multi-level Atrium areas, Rental Car Building, Passenger Screening Area partitions (in coordination with the Contract Management Department and TSA); escalator partitions, and Exterior only of the 2nd Level Glass above Concours B, C, and D, including wiping of sills.
D. **Three Times per Year**: Exterior of 2nd Level Type Glass, including High Atrium Areas and Connecting Concourse areas, including wiping of sills, and the Interior of 2nd Level Type Glass, including Concourses B, C, and D, and Connecting Areas; High Atrium Areas and Departure Entry areas, including wiping of sills.
E. **Annually**: Exterior of 2nd Level Type Glass for Port Authority Offices (Mezzanine); Interior of 1st Level Type Glass for Port Authority Offices (Mezzanine); and, Interior of 3rd Level Type Glass above Ticket Counters and Port Authority Offices (Mezzanine).

Provider may utilize a licensed and qualified subcontract vendor, with a minimum of five (5) years' experience in cleaning windows at a large commercial and/or industrial facility. Evidence of such qualifications, experience, and licensing shall be provided with the PROPOSAL. The Authority will provide use of a suitable lift device upon completion of a training session in the use of same, along with the execution of a waiver of liability form suitable to the Authority's Risk Manager.

21. Project Procedure 22 – Clean Lee County Port Authority Break Rooms
ESTIMATED FREQUENCY: Monthly

The break rooms are located in the terminal building Mezzanine, OPS/Communications, APD, ARFF Station #92, Terminal Maintenance, Vehicle Maintenance, Field Shop, Training Facility and Maintenance Buildings, and Airfield & Grounds Shop. The tables must be cleaned along with the chair seats and backs. The sink area and microwave shall be cleaned along with all counters and
trash receptacles. The refrigerators shall be cleaned out once per month; notification of the date of cleaning shall be posted three (3) days prior to cleaning. Any containers of food or other items left in the refrigerator at cleaning time will be discarded.

22. Project Procedure 23 – Clean Exterior Airline Podiums
ESTIMATED FREQUENCY: Weekly

The “Exterior Airline Podiums” are located at curbside check in. The countertops accumulate oil from contact with hands and forearms of both passengers and skycaps. In addition, the exhaust from the thousands of vehicles that operate in this area adds to the oily deposits on the finish.

This project is scheduled weekly for all units. Each podium is to be cleaned both inside and outside using manufacturer’s guidelines. During cleaning, special care must be taken to not over-wet the countertops with the chemicals.

23. Project Procedure 24 – Public Areas (Night Shift)

DAILY:
A. Remove cold material from ashtrays into a waste receptacle or waste bag. Empty waste from waste receptacles into waste bags on cart. Wipe out soiled waste receptacles with treated or damp cloth. Clean sand urns and strain sands; replace sand as needed. Replace plastic liners which are torn or soiled. Wash waste receptacles to remove any soil inside or outside.

B. Dust all windowsills, ledges and furniture tops, using a lightly treated cloth, dusting mitts, or small dust mop with a short handle.

C. Clean smudges and soil from glass doors and windows, using glass cleaner in a spray bottle and a clean cloth.

D. Vacuum-clean carpets. Use the large carpet vacuum with beater for open areas and medium duty pile lifter for more congested areas. Use a tank-type vacuum under furniture and in places where other machines cannot reach.

E. Spot-clean carpets to remove stains using carpet shampoo, neutral detergent or a special cleaner for solvents. Use Gum Remover to remove chewing gum. Spray from a close range (1-2 inches) until frost appears. Immediately chip or scrape off brittle gum with a dull knife blade or spatula (back end of spotter brush works very well). For thick lumps, direct spray to the edge, then lift with a dull knife blade.

F. Dust mop resilient floors with a wide-treated dust mop, keeping the dust mop head on the floor at all times. Pick up soil from the floor with a dustpan. Vacuum head periodically to remove dust, when a vacuum cleaner is available, or shake out into an empty plastic bag, with mop head in the bag.

G. Clean tops of water fountains with a few drops of lotion type cleaner. Use a separate cloth for tops of water fountains. Wipe off with dry clean cloth. Clean lower panels with stainless steel cleaner and wipe dry.

H. Report items requiring repair or maintenance to the Shift Supervisor or Crew Leader. Supervisors and Crew Leaders should submit work orders to the Maintenance Department Computerized Maintenance Management System (CMMS) by sending an email to maxservice@flylcpa.com. The email should include a description and detailed location of the issue. Any maintenance items requiring immediate attention should be reported to Airport Communications at 239-590-4810.

I. Other duties as assigned.
J. Spot clean finger marks and smudges on walls, door facings and doors. Use detergent solution in a spray bottle and a sponge. Rinse with a sponge and clear water in a plastic bottle, as needed.

K. Rearrange furniture, where needed.

**WEEKLY:**
A. Stanchions in the terminal are to be cleaned with a duster to remove dust, then wiped down with a mop dampened with a disinfecting solution.

**BI-WEEKLY:**
A. Clean ceiling fans and speakers on exterior curb area (arrivals and departures area). Items are to be wiped down with a mild neutral detergent solution, and thoroughly dried with a soft cloth that will not scratch the material. Any debris, including insects, cobwebs, or related dirt, are to be wiped down and removed.

**MONTHLY:**
A. Roof area outside of atrium windows (above BHS area) to be cleaned. Tennant T5 machine to be used to remove mildew and dirt. Spray edges near windows with mildew remover. Use a soft green pad on the Tennant T5 machine. Special care to be used to ensure no damage is done to the roofing material.

24. Project Procedure 25 – Terminal Sidewalk Buffing/Cleaning
**ESTIMATED FREQUENCY:** Twice weekly

The Terminal Sidewalk Buffing project provides for the scrubbing of the terminal front sidewalks (first and second levels), commercial landside sidewalk, rental car building sidewalk, second level pedestrian bridges, and outer lane sidewalks, using a buffing machine with a suitable scrubbing pad and neutral detergent. This project shall not interfere with airline passenger activity, and shall be performed in a safe and efficient manner.

25. Project Procedure 26 – Clean Security Guard Shack & GT Info Buildings
**ESTIMATED FREQUENCY:** Weekly

This project provides for the weekly cleaning of the Guard Shack building located at Gate 64 and the Ground Transportation Information building located on the First Level adjacent to Entry Door #2, to include sweeping and mopping the floors, detail cleaning of the restroom facilities, cleaning and dusting furniture and related vertical and horizontal surfaces, etc. This includes exterior walls, windows, and roof of GT Information Booth.

This project includes nightly removal of trash to the adjacent dumpster, replenishment of restroom supplies, and exterior facility cleaning. For nightly cleaning of the Commercial Ground Transportation Building, the Provider shall perform cleaning functions as described in Routine Cleaning Procedures 1, 3, 4, 5, 8, 9, 10, 12 and 14, as well as Special Project Procedures 4, 6 and 18, as applicable.

The Provider shall furnish all restroom supplies and materials for both the Gate 64 Security Guard Shack building.

26. Project Procedure 27 – Clean Main Parking Garage Walkways & Stairwells
**ESTIMATED FREQUENCY:** Weekly

This project provides for the monthly pressure cleaning of Second Level pedestrian bridges, main parking garage elevator landings (all three levels), and the associated stairwells (all three levels). This project shall not interfere with airline passenger activity, and shall be performed in a safe and efficient matter.
27. Project Procedure 28 – Terrazzo Tile, Grout & Joint Repair/Replacement
ESTIMATED FREQUENCY: Year Round, As Assigned and Authorized (currently subcontracted)

A. Tile Replacement:
To include all cracked, chipped, and displaced tiles, missing/cracked/discolored grout, and damaged or misaligned Schluder Strip control joints (Terrazzo Tiles, Mapei Grout, and Schluder Strip materials may be furnished by the Authority).

- Material: Mapei Ultracolor "Biscuit" Grout; Mapei Grani Rapid White Thinset; Mapei Grani Rapid Latex; ProSpec Portland Cement Floor Mud; Visqueen; Specialty Thin Diamond Blades; and, 12” Terrazzo Tiles as furnished by the Authority to match existing tiles at replacement location.

1) Wet cut through grout joints, mud bed, divider strips, and wire mesh with a fine line diamond edge saw blade to a maximum 1.5 mm (.06 in) wide by +/- 2-1/4” deep. Avoid cutting structural concrete decks. Control dust and excess water with constant attendance using a wet pick up vacuum with well-maintained dust control filters.

2) Remove tile, mud bed, and wire mesh as a whole without damaging surrounding tile. The Visqueen slip sheet is to remain in place; or, if damaged, replace with new.

3) Use a conventional Portland cement mud bed per TCA F-111 guidelines – latex “milk” prime, mix the cement/granular composite, fill area of evacuated previous tile/mud bed, spread mortar and compact.

4) Back butter Mapei Kerabond with Keralastic latex modified setting mortar onto Authority-provided replacement tile and install/compress into damp mud bed flush and level with equal grout joint spacing at all sides.

5) Allow 24 to 48 hours set-up time free from traffic prior to new grout joint application. Grout joints to be installed as outlined herein.

6) Follow Mapei-Ultracolor Plus Installation guidelines per label instructions.

7) Grout must cure 72 hours prior to wet grinding/polishing.

B. Install Terrazzo Tile Control Joints

1) Wet cut through the new control joint location (existing grout joint as designated or diagonally through tile – see details A & B on plan sheets A-11 and A-12, to be furnished at a later date) with a fine line diamond edge 7.874 mm (.31 in.) wide saw blade as detailed and to a depth of approximately 2-1/4” deep. Adjust blade width as necessary to provide a snug fitting Dilex joint. Avoid damaging adjacent tiles. Cut through grout joints, tile, mud bed, divider strips, and wire mesh completely. Saw cutting must be achieved assuring a straight line. Control dust with constant attendance using water and a wet pick up vacuum with well-maintained dust control filters.

2) Remove residual particles using a vacuum with well-maintained dust control filters.

3) Install Schluter Systems Dilex MP 35G (grey) movement joint material into new joint with grout or epoxy buttered onto each side according to manufacturer’s guidelines.

4) Set Dilex MP level and true filling the entire saw cut. Allow to cure, free from traffic according to manufacturer’s recommendations.

C. Grout Joint Replacement

To include all existing grout joints within the Work area as assigned and authorized.

1) Wet cut through all grout joints with a fine line diamond edge saw blade to a maximum 3.18 mm (.125 in.) wide by ¾” deep. Avoid damaging adjacent tile. Saw cutting must be achieved assuring a straight line. Control dust and excess water with constant attendance using a wet pick up vacuum with well-maintained dust control filters.
2) Grout joints must be clean and free of standing water, dust, dirt, and foreign matter. Clean the tile surface thoroughly to remove dust, dirt and other contaminants.

3) Follow Mapei-Ultracolor Plus installation guidelines per manufacturer’s written instructions. Assure proper color consistency by mixing multiple bags prior to mixing according to manufacturer’s guidelines. Final new grout joint is to be full depth of tile free of voids and pockets and flush with the surface of the tile – recessed areas will not be accepted.

4) Grout must cure a minimum 72 hours prior to wet grinding/polishing.

This project may be performed by a qualified and certified Tile Expert Subcontractor with at least five (5) years of previous experience performing Terrazzo tile, grout, and control joint repair, replacement, and installation work. Such work will be performed as requested and approved by the Authority, and will be performed under the direct oversight and supervision of the Provider.

The Authority may furnish much of the Terrazzo tile, control joint, and grout materials required to perform this work, or the Provider or Subcontractor may need to furnish certain materials as requested. The Provider or Subcontractor shall furnish all necessary tools, equipment, cutting equipment, consumables, expertise, and incidentals necessary to perform the work. The amount of such work will be determined by the Authority.


ESTIMATED FREQUENCY: Annually, As Assigned and Authorized (currently subcontracted)

A. Terrazzo Tile Grind/Polish and Seal:

The purpose of this project is two-fold. First, it will provide an opportunity to create a uniform appearance following grout repairs – 72 hours minimum after grouting. Secondly, it will allow for the phased, fixed-interval maintenance of the Terrazzo Tile floor to maintain the luster and natural shine of the tile, as determined necessary for the high, medium, and low foot-traffic areas of the airport, based on a phasing plan.

1) Abrasively “wet grind” with semi coarse “genesis” type diamond pads, initial grits approximating #80-120.
2) Proceed to the next step with nominal #220 grit diamond pads.
3) Touch up any cosmetic flaws in the grouting.
4) Proceed to the next step with nominal #400 grit diamond pads.
5) Final pass with diamond impregnated pads.

6) Apply penetrating floor sealer solution Prosoco SLX 100, or approved equivalent, via spray/roller, to coverage in manufacturer’s instructions, which “wets out” the tile surface.
7) Allow product to dry/cure and reapply second thinner film coat to insure total coverage according to directions.
8) Broom out puddles and remove excess according to label directions.
9) Allow to dry and cure 24 hours minimum before opening up area for pedestrian traffic.

B. Terrazzo Tile Other Related Work:

1) Treat and remove stains from existing floor tiles not otherwise damaged during the tile replacement work and prior to grout replacement. Stain removal process / chemical must be approved by AECOM prior to use.
2) Caulk edges of dissimilar surfaces where the tile floor meets cabinets, wall surfaces, elevator pits, escalator pits, miscellaneous equipment, etc.

Areas where the building expansion joint needs to be replaced must be re-opened every morning to passenger traffic, full width. Provider or Subcontractor will be required to provide an acceptable cover over the expansion joint repair areas (plywood, ramps, etc.) in order to re-open areas to traffic, in coordination with the Provider and the Authority’s Contract Management Department.
This project may be performed by a qualified and certified Tile Expert Subcontractor with at least five (5) years of previous experience performing Terrazzo Tile Grind/Polish and Seal or other related Work. Such work will be performed as requested and approved by the Authority, and will be performed under the direct oversight and supervision of the Provider.

The Authority may furnish the Terrazzo tile, control joint, and grout materials, and sealer and impregnator products required to perform this work, or the Provider or a Subcontractor may be required to furnish these materials as requested, at a markup as quoted or negotiated. The Provider or Subcontractor shall furnish all necessary tools, supplies, equipment, grinding and diamond-imbedded pads, sealer and impregnator products, cutting equipment, consumables, expertise, and incidentals necessary to perform the work.

29. Project Procedure 30 – Terrazzo Tile Stain Removal and Surface Treatment

ESTIMATED FREQUENCY: Year Round, As Assigned and Authorized

The Provider shall be the initial responder and make every effort to Treat Terrazzo Tile surface stains, using a mop or clean rag, followed by treating the stain with an approved neutral cleaning product suitable for the Terrazzo tile in place at the airport(s). In the event the stain is set, or unable to be removed by common treatment methods, the Provider may attempt to remove the stain using the process referenced herein, or if a stubborn stain, may request the services of the Tile Expert Professional to provide for the removal of the stain using other methods, some of which might require additional treatment of the tile surface to remove any etching, discoloration, or damage to the surface of the tile which must be eliminated via a mechanical methods.

The first step for a stain removal expert is to evaluate the type of stain to be removed. There are three primary types of stains which must be addressed to create a uniform appearance following stain removal (stain removal shall not take place within 72 hours after grouting).

- Stain With Discoloration, No Acid Etch - Example: Coffee
- Stain With Acid Etch, No Discoloration - Example: Orange Juice
- Stain With Acid Etch, And Discoloration - Example: Red Wine

Once the expert evaluates the type stain to be removed it is time to determine which chemical will be most effective, keeping in mind the time constraints of a commercial airport, safety of the travelers, safety apparel for the technician, chemical vapors, neutralization and disposal of said chemicals.

The following procedures are a general outline of steps to take for each type of stain:

A. Stain With Discoloration, No Acid Etch (i.e, coffee). Remove with industrial strength hydrogen Pproxide, Prosoco SLX Penetrating Sealer (or approved equivalents).

Scope: Stanchion off area, apply appropriate chemical, allow proper dwell time, visibly inspect stain, reapply if needed. Once stain has been removed, the chemical will be neutralized and the area will be cleaned with a penetrating sealer applied to the affected area. Depending upon area affected and depth of the stain, surface grinding and honing of the stained area may be necessary.

B. Stain With Acid Etch, No Discoloration (i.e., orange juice). Remove with diamond abrasives, Prosoco SLX Penetrating Sealer or similar approved equivalent.

Scope: Grind & Hone to remove etch. Seal affected area. Blend finish into surrounding material. Depth of grinding will be determined by the severity of the etch. It may be necessary to use a metal bonded diamond (aggressive cut) to achieve a uniform finish.
C. Stain With Acid Etch, And Discoloration (i.e., red wine). Remove with industrial strength hydrogen peroxide, Dilamonine Oil Emulsifier, Diamond Abrasives, Prosoco SLX Penetrating Sealer

Scope: Stanchion off area, apply stain remover, allow proper dwell time, visibly inspect stain, reapply if needed. Once stain has been removed, grind and hone to remove etch. Seal affected area. Blend finish into surrounding material.

Note: Terrazzo Tile Experts use different terminology when describing stains and the stain removal process. The above represents a basic description in a user-friendly manner of the most commonly used techniques for stain removal. Terrazzo Tile Experts will use the determined chemicals at the appropriate strength in a manner which will remove stains without permanently damaging the terrazzo tile. It is important to understand that if too strong a chemical is utilized it can damage the terrazzo tile and leave the surface pitted. If we grind too aggressively this can lead to the cupping of the tile not to mention the matrix of the terrazzo tile can then show through the surface. If chemicals and abrasives have proven ineffective or have only removed a percentage of the stain, other processes can be performed at the discretion of the Tile Expert in coordination with the Provider and the approval of the Authority’s Contract Management Department.

In the event such stain removal or treatment process results in the etching, discoloration, or damage to the surface of the tile as a result of the stain treatment/removal process, the Provider may arrange, with the prior approval of the Authority, for a Terrazzo Tile Expert to respond to treat the surface of the tile via mechanical methods, and thereby “blend” in the subject tile with the surrounding tile using appropriate and phased grinding, honing, and polishing the tile to match the surrounding area. It may also be necessary to re-treat the area with the Terrazzo Tile sealer/impregnatior product as may be referenced herein, or otherwise approved by the Authority, to protect the tile surface for additional staining into the pores of the tile surface. In such case, the Provider and Subcontractor shall follow the procedure outlined in the “Terrazzo Tile Grind/Polish and Seal” project task included herein.

Additionally, In the event that tile piece replacement is required, then the Provider and Subcontractor shall follow the procedure outlined in the “Terrazzo Tile, Grout, and Joint Repair and Replacement” project task included herein.
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**EXHIBIT G3**
CLEANING SUPPLY SPECIFICATIONS AND HISTORICAL USAGE
RFP 20-45
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ADDENDUM 1  
ISSUED: June 9, 2020  
Request for Proposals 20-45MMW  
Janitorial Services at the  
Southwest Florida International Airport  

Potential proposers and other interested parties are officially informed that the Request for Proposals (RFP) is hereby revised, changed, and supplemented as set forth herein. This addendum is incorporated in and made a part of the above referenced RFP. Receipt of this addendum must be acknowledged on Form 1, Proposer’s Certification.

**Item 1. Questions and Responses:** The following questions were received by potential proposers on or before the date and time set for receipt of questions and clarification requests. Responses are provided as follows:

**Q01.** Badging costs?  
**A01.** There is no cost to obtain a badge. In the event of a lost or stolen badge, a replacement fee of $80.00 is payable at the time the replacement badge is issued. In addition, a fee of $80.00 will be deducted from the Provider’s monthly pay application for all unreturned badges.

**Q02.** Is there a union in place? If so, please provide contact information.  
**A02.** There is no union in place.

**Q03.** Is there a prevailing wage and benefit structure?  
**A03.** Prevailing wage requirements do not apply.

**Q04.** The bid bond is 5%, the performance bond is $2 million, payment bond $1 million - performance & payment bonds on every year or just first?  
**A04.** In accordance with the RFP, "The performance bond will remain in full force and effect for the entire term of the contract, including any renewal periods. Failure to maintain the performance bond is cause for termination of the Contract."

In accordance with the RFP, "The purpose of the payment bond is to ensure timely payment of the Provider’s subcontractors and suppliers in connection with the services being provided pursuant to the Contract, for the entire term of the Contract, including any renewal periods thereof.

**Q05.** We saw your 2020 traffic projections at 50% or less. Do you want 2020's cost to reflect those reduced needs or based on 10 million plus?
A05. See revised Exhibit D-1, Cost Proposal, attached, which sets forth the following estimated traffic projections to determine annual fee estimations:

YEAR 1: 7.5 million  YEAR 2: 8 million  YEAR 3: 8.5 million
YEAR 4: 9 million  YEAR 5: 9.5 million

1st OPTION Period: 10 million
2nd OPTION period: 10.5 million.

Proposers are reminded that the cost proposal is one criterion of many that will be considered in the evaluation of the proposals.

Q06. Who is the current window cleaning contractor?
A06. Window cleaning is currently subcontracted to Precision Cleaning, Inc.

Contact: Mike Milner. Phone: 239-597-1150 Email: mike@precisionclean.com
Address: 5515 Yahl St., Suite 7, Naples, FL 34109

Exterior window cleaning is currently performed four times per year.

Q07. Exhibit G Supply History - Do not batteries/size/type?
A07. Since provider will be providing their own equipment, battery information is not available.

Q08. Please provide a count/type of upholstered furniture that is to be cleaned annually.
A08. There are approximately 35-38 pieces of upholstered furniture located in the Port Authority office mezzanine area, consisting of sofas and visitor chairs. Terminal seating is not considered upholstered furniture and is addressed as Project Procedure 14 in Exhibit G.

Q09. Square footage of acoustical ceilings to be reconditioned? Process desired?
A09. Proposers are responsible for determining the square footage of acoustical ceiling tiles which are present in most Port Authority office areas and the majority of the first floor baggage claim area.

The method of reconditioning used by the Provider must leave all tiles in new or like-new condition without damage or streaking. The current method of removing dust is with an appropriate brush or vacuum.

Q10. Is there a cost for employee parking?
A10. In accordance with the RFP "The Authority will provide designated parking for the Provider’s Personnel at no cost to the Provider. Parking is only for employees directly and actively engaged in performing work under the Contract. Transportation between designated parking areas and the terminal may involve shuttle services furnished by the Authority at no charge."

Q11. Is there a washer/dryer hook up?
A11. Yes.

Q12. Garages - Prints indicate washrooms, elevators and elevator lobbies. Who does stairwells and garbage in parking areas?

A12. **Stairwells adjacent to parking garage elevator lobbies are the responsibility of the janitorial service provider. The other garage stairwells are the responsibility of the parking service provider.** Trash in the garage elevator area and first floor area immediately behind the Rental Car Building are the responsibility of the janitorial service provider. All other trash in garage is the responsibility of the parking service provider.

Q13. What is the current benefit package for the staff? Are vacation, sick days, holidays and personal time included?

A13. **See attached Benefits Guide for the current provider’s hourly and salaried employees.**

Q14. Exhibit F - Is that equipment provided by the airport or just a list of current vendors? If airports, who pays for replacements & maintenance?

A14. **In accordance with the RFP “The Provider must provide equipment and vehicles as necessary to meet the performance requirements of the Contract at no additional cost to the Authority.” Additionally “For informational purposes only, Exhibit F, Current Equipment List, identifies a list of equipment being utilized by the current provider under the existing agreement as of the date of the release of this RFP. The Authority intends to surplus all equipment listed in Exhibit F upon expiration or termination of the current agreement.**

Q15. Who provides maintenance of the three trucks? Gasoline?

A15. **The Provider must provide equipment and vehicles as necessary to meet the performance requirements of the Contract at no additional cost to the Authority. Additionally, Vehicle registration, insurance, and maintenance is the responsibility of the Provider at no additional cost to the Authority. Provider is also responsible for fueling the equipment and vehicles.**

Q16. What is the annual budget or cap for the services outlined in the RFP?

A16. **It is impossible to determine the annual budget for the services as they are outlined in the RFP.**

Q17. Who is your current janitorial service provider?

A17. **SP Plus.**

Q18. What is the current monthly contract cost for the services outlined in the RFP?

A18. **Unknown.**
Q19. Please provide copies of the monthly invoices for the past 6 months.
A19. **This information is not relevant to submitting a proposal.**

Q20. Is the current scope same or different from the services being requested? If so, what is the difference?
A20. **The scope of work requires the provider "to ensure proper and satisfactory janitorial maintenance of Authority buildings which in turn affords the traveling public a pleasant experience and a favorable impression of the Southwest Florida International Airport." This scope is generally the same as the scope of work under the existing agreement.**

Q21. What is the average monthly amount of Liquidated Damages that have been imposed on current contract? (RFP page 29)
A21. **$0.00**

Q22. What is the cost, fines and fees to the vendor to obtain Control Airport security badges issued to Personnel? (RFP page 17)
A22. **See A1.**

Q23. Could the bonds be issued on the Surety “standard bond forms”, or will the Port Authority be providing their own bond forms to be completed?
A23. **The performance and the payment bond may be provided on the surety’s standard bond forms. However, the surety’s forms will be reviewed by, and are subject to approval for sufficiency by, the Authority. The customs bond must be presented on U.S. Customs Bond Form 301 or an equivalent that is acceptable to the U.S. Bureau of Customs & Border Patrol and must likewise be maintained in effect during the entire term of the agreement. The fidelity bond may be provided on the surety’s standard form and must name the Authority as the insured.**

   **The Authority will not provide bond forms.**

Q24. Could the bonds be issued on an annualized basis for the duration of the contract?
A24. **See A4., above.**

Q25. Could you provide an estimated date for issuance of Q&A and/or final addenda?
A25. **The period for questions and clarification requests closed on June 1, 2020.**
Q26. I wanted to follow up on the question if we are still allowed to make a proposal even if we already provide cleaning services for one of the airlines and if so, would we have to end that service if we were to be awarded the janitorial contract for RSW?

A26. **In accordance with the RFP, “Neither the Provider nor any of its employees may perform any Janitorial Services at the Airport for a terminal area tenant, unless in an exceptional instance and approved in advance and in writing by the Authority.”** This requirement does not preclude a proposer who is currently servicing a tenant or airline at RSW from submitting a proposal for consideration. However, if the proposer’s proposal is selected, the proposer must terminate any agreements with parties on airport property before entering into an agreement with the Authority to provide janitorial services pursuant to this RFP.

Q27. Would staffing that provides 2,250 hours per week be considered to meet the *Full Time Equivalent* staffing requirement of at least seventy-five (75) full-time employees for three consecutive years during the past ten years?

A27. **No. Revise Part C., Content and Organizational of Proposal, Item C.02 – Information to be Submitted, Section 1, second bullet point to read:** For at least three consecutive years, Proposer must have provided commercial janitorial services over multiple shifts, seven days per week, all year long, with a staff of at least seventy-five (75) full time employees or staffing that provides 3,000 hours per week, to one of the following:

One commercial-service medium hub or large airport as defined by the FAA (information can be found at [www.faa.gov/airports/aip/grantapportion_data/](http://www.faa.gov/airports/aip/grantapportion_data/) - then click on “Primary Entitlements”), or;

One large public facility with a minimum of 700,000 square feet of indoor, climate controlled area such as, but not limited to, a mall, convention center, college campus or museum.

Q28. Is it the Authority’s desire to maintain the same sub-contractor for tile replacement services, if so can the authority provide the name of the organization?

A28. **The successful Provider may select the subcontractor of its choosing for tile replacement services.** The existing tile replacement provider is Jim Lytell Marble & Stone Restoration (239) 948-3000. office@jimlytellmarble.com.

Q29. Given the tenure of the existing employee base and the previous contract structure, as well to honor the Authority’s relationship with the current employee base, can the average rate of pay be provided for the tenured employees?

A29. **Attached is the current schedule of wages for informational purposes.** This does not take into account any incentives or pay adjustments afforded by the current Provider.
Q30. On page 29 of the RFP, Part F/Insurance and Indemnification, it states that "A copy of the proposer's current insurance certificate or a statement from the firm's insurance company verifying the firm's ability to obtain the insurance coverage...should be submitted with the proposal." Is a copy of the insurance certificate in addition to the requirement to "Provide a written statement of assurance of proposer's ability to meet the insurance requirements..." on page 30 of the RFP? If it is, where should the certificate be inserted? In an "Additional Information" section?

A30. Proposer’s are required to provide a written statement of assurance of proposer’s ability to meet the insurance requirements and the performance, payment, customs and fidelity bond requirements set out in the RFP. Proposer may also provide a copy of its current insurance certificate to verify its ability to provide the insurance coverages set forth in Part F. The certificate may be submitted in Section 1 - Minimum Qualifications, of proposer’s proposal.

Q31. For supporting documents, such as the 2 past years of audited financials with auditor's notes, that have approximately 100 pages, would you like them inserted at the end in an Additional/Supporting Documents section?

A31. Proposers are required to arrange the information contained in the proposal according to the sections set forth in C.02 – INFORMATION TO BE SUBMITTED. Therefore, Section 3 of the proposal must demonstrate financial responsibility by furnishing audited financial statements for the past two (2) fiscal years and by certifying annual gross income during the previous 12 month period. Providing supporting documents as an attachment at the end of the proposal is acceptable.

Q32. In Section 3, the requirement "Proposer must also submit with its proposal a statement of its credit standing in the form of a letter from its bank, a current credit report or a Dun & Bradstreet report", would a DNB report from February 2020 suffice?

A32. Yes.

Q33. For Forms #1-4, would the Authority be ok with the forms inserted in an "Additional Information" section at the end of the response?

A33. Yes. Part C, Content and Organization of Proposal is hereby revised to add the following: “Section 27 – Forms. Proposers are to complete and submit Proposal Forms 1 -4”.

Q34. Can the 2 references required in section 6 also be listed in section 5 (experience and past performance)?

A34. Yes.

Q35. How many references do we need to provide for key personnel? (section 7)

A35. In accordance with Section 7 of Part C, Content and Organization of Proposal, proposers are required to provide a resume and/or a brief biography along with references for each designated corporate and/or regional member of the management team. No minimum or maximum amount of references has been set.
Q36. Based on your current staffing plan, do you anticipate 1 person outside at all times in the terminal area or approximately that a 2-3 person job?

A36. **Currently one person is assigned to work curbside at the terminal on 1st & 2nd shifts; however, this is dependent on passenger traffic and flight schedules. The Provider is required to maintain the minimum standards set forth in Exhibit B.**

Q37. Please provide a list of bidders.

A37. **A list of proposers will not be available until proposals have been received.**

Q38. Request for the submittal deadline of June 15 to be extended.

A38. **The date to receive proposals is extended to June 16 at 2pm. Proposals must be received no later than 2:00 p.m. on Tuesday, June 16, 2020 at 11000 Terminal Access Road, 3rd floor, Fort Myers, Florida.**

Q39. What is the annual cost of the current Janitorial Services contract (prior to any COVID-19 related reductions in force)?

A39. **The annual cost of the current janitorial services contract is not known because it has been in place for less than one year.**

Q40. Insurance – requirements for Commercial General Liability and Auto coverages be met with a combination of underlying coverage and umbrella coverage?

A40. **Yes.**

Q41. Bonding-Are there specified bond forms required, or can the surety use their own forms?

A41. **See A23.**

Q42. Bonding- With respect to the performance and payment bonds, are annually renewable bond forms acceptable?

A42. **Yes. All bonds other than the proposal guaranty must be renewed or replaced so as to remain in full force and effect for the entire term of the agreement.**

Q43. Is a sample contract available for review?

A43. **A sample contract will be provided in a subsequent addendum.**

Q44. Our understanding is that the contract is a firm-fixed price. Do you require certified payroll?

A44. **Correct. Certified payroll reports are not required.**
Q45. Who is currently providing services for project procedure 8, Cleaning High Areas and HVAC Vents?
A45. **Carpet Cleaning & High Dusting Pro Cleaning Systems**  
Contact: Richard Dornellas at 813-507-1616 or by email at rdornellasjr@pro-cleaning-systems.com

Q46. Who is currently providing services for project procedure 21, Cleaning Airside/Landside/Mezzanine/High Windows?
A46. **See A06.**

Q47. Project Procedure 28 - Terrazzo Tile, Grout & Joint Repair/Replacement and Project Procedure 29 - Terrazzo Tile Grinding, Polishing, and Sealing:
   a. Who employs current maintenance personnel?
   b. Who is responsible for cost of materials?
A47. a. **Tile and grout replacement, honing, polishing, and sealing is currently subcontracted by the existing janitorial services provider to Jim Lytell Marble & Stone Restoration (239) 948-3000. office@jimlytellmarble.com**
   b. **Costs for materials is the responsibility of the Provider, except for the terrazzo tiles which will be furnished by the Authority.**

Q48. Does the proposal require submittal of both Exhibit D1 and D2?
A48. **Part C, Content and Organization of Proposal, Item C.02, Sections 1 – 26 outlines the information that must be contained in your proposal. Section 26 – Cost Proposal required the submission of Exhibit D1. D2 is a pay application sample.**

Q49. How long do periods of high volume last? How many periods annually?
A49. **Refer to Exhibit A, Passenger Traffic for 2009 – 2019.**

Q50. What is the current Work Order Platform?
A50. **The Authority uses the Maximo CMMS system for the janitorial service Provider to submit maintenance and/or repair issues to the Authority’s Maintenance Department that it sees during the course of providing services.**

   **In accordance with Part C, Content and Organization of proposal, C.02 Information to be Submitted, Section 18: Automation & Technology: the Authority is seeking technological solutions that give the Authority the ability to submit janitorial-related work orders to the Provider.**

Q51. What is the current restroom traffic tracking technology?
A51. **None.**
Q52. Is there a tracking requirement for restroom supplies and/or trash volume?
A52. Section 18 - Automation and Technology contained in Part C requires proposers to explain how personnel will use technology to manage operations and service levels during peak times.

Q53. Please confirm number of restrooms included in the tracking requirements.
A53. There are approximately 75 public and non-public restrooms in the main terminal and rental car buildings, six of which are heavily utilized. In accordance with Section 18 - Automation and Technology contained in Part C proposer’s are to describe use of automation and technology as it relates to the performance of the services and monitoring the supply levels.

Q54. Count of Trash bins, Paper Towel holders, Toilet Paper Dispensers, and Soap Dispensers in each restroom?
A54. The typical public restroom contains 4-6 trash bins, 4-6 paper towel dispensers, and 4-7 soap dispensers. Non-public restrooms have 1-2 trash bins, 1-3 paper towel dispensers, and 1-3 soap dispensers.

Q55. Please provide pictures and Model of all types of dispensers and bins, and the spring mechanism on the restroom doors?
A55. Kimberly Clark manual roll towel dispenser
AJW tri fold dispenser
Georgia Pacific automatic roll towel dispenser
Rubbermaid foam soap dispenser
Sloan automatic foam soap dispenser
Unknown brand automatic foam soap dispenser
No spring mechanism on restroom stall doors
Photographs are attached.

Q56. Please provide availability of power outlets in each area for connecting a gateway/modem & indicate the location of the outlets for each restroom pair?
A56. The vast majority of restroom pairs have power outlet availability either immediately outside the restrooms, or nearby.

Q57. Which cellular carrier works best in the building?
A57. As of June 1, 2020, T-Mobile and Verizon are currently on the distributed antennae system.

Q58. Please provide floor maps of each area where tracking devices will be installed.
A58. See A52 and A53.
Q59. If the customs and fidelity bonds are due with the response, should they be inserted in an "Additional Information" section at the end of the response?

A59. Part F, Insurance and Indemnification, Proposal Guaranty and Bond Requirements, is revised to add the following sentence to the end of the Customs Bond and the Fidelity Bond sections: The bond must be provided by the successful proposer within ten (10) days of the Authority’s issuance of the written notice of intent to award the contract.

Q60. The RFP references a Proposal Guaranty, Performance Bond and Payment Bond. We did not see any bond forms included. Please advise us if you have required bonds forms (and please provide those forms). If those have not been provided let us know if the Surety Company’s forms will be acceptable.

A60. See A23.

Q61. For the Performance and Payment Forms, will you accept bonds for an initial one year with options by the Surety to renew annually after the initial term?

A61. See A04.

Q62. Following the walk-through, we understood that an addendum would be released indicating that any vendor currently operating at RSW would not be able to bid this work. Can you please clarify if this addendum will still be released, and if it disqualifies vendors that are currently providing services on behalf of an airline (and not the airport) at RSW?


Q63. How many days of service is required for the Port Authority Offices (Mezzanine) 5 or 7? And confirm they are cleaned after 5pm?

A63. The mezzanine offices are cleaned Monday through Friday, excluding holidays. Under the current and previous agreement, services begin on or about 4:00 p.m. (before individual offices are locked) and include trash removal and wiping desks and chairs. Dusting and vacuuming is performed on request. Mezzanine conference rooms are accessible at all times.

Q64. During walk through, it was stated we would be responsible for cleaning the on-site fire station, (floor plan and square footage included) including gym area. Need Clarification on scope of work / areas to be cleaned.

A64. Office, conference room, some restrooms, corridor, break, gym, racquetball, and minimal kitchen areas of ARFF (fire station) are to be serviced. The janitorial service provider is NOT responsible for cleaning the dorm rooms, including showers, and garage area where vehicles are housed. Service at this location will be provided two (2) times per week.

Q65. Teak Furniture, who is responsible for maintaining?

A65. The successful proposer is responsible for maintaining the teak furniture.
Q66. It was stated that contractor is currently responsible for parking garage, clarification needed on requirements for the garage cleaning in new procurement?
A66. Part B, Scope of Services, Item B.07 lists areas requiring routine services and includes "parking garage entryways, elevator landings, and primary stairwells."

The Authority’s parking service provider is responsible for all of areas in the parking garage. The dividing line is the expansion joint between the parking garage and the elevator and stairwell landings on the terminal side of the parking garage, with the exception of trash receptacles immediately to the south of the Rental Car Building on the ground level.

Q67. Carpet runners/walk off mats in restrooms, who provides them airport or vendor?
A67. The Authority.

Q68. Section 20 QC / QA limited to 12 pages, are sample reports included in the page counts?
A68. No.

Q69. What areas require key access? Alarm codes?
A69. Most janitorial personnel will only need their airport-issued ID badges for access. Areas that require keys, such as storage rooms, will be issued to janitorial managers and/or supervisors. The provider is responsible for the keys as outlined in section B.14 of the RFP. There are no alarm codes. Customs & Border Patrol has additional badging requirements.

Q70. Are there any required % goals for any subcontracting that might be provided?
A70. No.

Q71. Would the airport provide use of lifts for any high work?
A71. The Provider may request use of one lift for high dusting. Approval is subject to availability, provider’s experience operating a lift, and submission of a release of liability in advance.

Q72. On walk it was stated that the airport currently uses approximately 80% trifold paper towels, can you provide a more concrete time frame for this to be changed to roll towels?
A72. A date has not been determined at this time.

Q73. Are there any dumpsters/compactors located under terminal for custodial use?
A73. Currently trash is brought to storage trailers in the airside area. Once containers are full, trash is then transferred to a pickup truck and transported to the Trash Corral located outside of Gate 64.
Q74. Will authority provide forms for bonding requirements or can the surety provide their own?
A74. See A23.

Q75. Are bonds annual renewable?
A75. See A42.

Q76. Is a sample agreement available for new procurement?
A76. See A43.

Q77. Will reviewed financial statements be accepted by an Independent CPA Firm?
A77. In accordance with Part C, Organization and Content of Proposal, Section 3, Proposer’s Financial Capacity, “The Proposer must demonstrate financial responsibility by furnishing audited financial statements for the past two (2) fiscal years. Such statements must be prepared in accordance with generally accepted accounting principles and with an independent certified public accountants (CPA) statement attached.”

Q78. Can financials be labeled confidential in a separate envelope?
A78. Proposers may incorporate financials into the proposal inside of a separate envelope; however, the Authority is subject to Chapter 119, Florida Statutes, the Florida Public Records law, therefore, the information contained in the proposal is subject to disclosure, exemption and confidentiality provisions relating to public records. See Part A, Instruction to Proposers, Section A.20 - Trade Secrets for additional information.

Q79. Is the current scope same or different from the services being requested? If so, what is the difference?
A79. See A.20

Q80. Can the submittal be two sided?
A80. No.

Q81. Will attachments and resumes be counted as pages?
A81. No.

Q82. Does the airport mandate holiday and healthcare?
A82. No.
Q83. Who is the current tile flooring repair contractor?
A83. See A28, above.

Q84. Do you have a list of recommended disadvantaged minority businesses?

Q85. What is the preferred goal amount for a disadvantaged minority partnership?
A85. There is no disadvantaged business participation goal established for this procurement.

Q86. In regards to the outside entrance of the main terminal, it was stated in the walk-through that 1 person would only be needed for maintaining the said area. Would this be for the main entrance area only, or 1 person would be needed for each terminal?
A86. See A36.

Q87. We’ve also noted that the Tracking system is used; would we be able to integrate an API into that system so as to have access to it?
A87. There is no tracking system in place. See A52 and A53.

Q88. Lastly, with the proposal documents needing to be in a tabbed folder, were there any specific requirements as to the type of folder (manila, ring binder, etc.) or is that up to our professional discretion?
A88. There is no specific requirement for the type of folder or binder that is used.

Q89. Can you provide a copy of the incumbents Proposal or location it can be found on the web?
A89. Since the incumbent was selected to take over the services upon termination of the previous agreement as a stop-gap measure while the Authority solicited for a longer term solution, no written proposal was made.

Q90. What CMMS system is being used for Work Orders?
A90. See A50.

Q91. What is the current status of the Terminal Expansion project?
A91. The terminal expansion project is currently on hold due to COVID-19.
The Definitions in Section A defines a CMMS system provided by the Authority and to be used by Provider to submit Work Orders. Section B21 states the Provider is to provide a janitorial services Work Order platform. Which solution does the Authority seek??

A92. See A50.

Q93. Does the Authority have specifications regarding technology devices to be used in the terminal, such as size, placement, attachment system, access to power, Wi-Fi connectivity, etc.

A93. No.

Q94. How many references do we need to provide for key personnel? (section 7)

A94. In accordance with Section 7 of Part C, Content and Organization of Proposal, proposers are required to provide a resume and/or a brief biography along with references for each designated corporate and/or regional member of the management team. No minimum or maximum amount of references has been set.

Q95. Regarding installation of technology devices, is this to be performed by Authority staff or manufacturer representative? What approvals are required?

A95. See A52 and A53. At this time, the Authority is considering proposed solutions. Decisions regarding responsibility for installation of technology will be made at such time as a janitorial series provider is selected and an agreement is negotiated.

Q96. Does the Authority intend the solution that will track public restroom patron frequency be installed in all public restrooms?

A96. See A52 and A53. The Authority invites all proposed solutions.

Q97. How many people from the Authority are required to have access to the technology and reporting system?

A97. At a minimum, 3 Authority personnel will require access.

Q98. Is it the Authority’s intent to include the price of the Technology in the price of the Proposal?

A98. Proposers should include the costs for technology in the price per square foot for general cleaning.

Q99. Is the Labor force organized, and if so what under what Union?

A99. No, there is no union.
Q100. What are the names of the contractors performing the project work for the tile, carpet and window areas?
A100. See A06, A45 and A47.

Q101. Under section B.04, “The Authority invites proposals from qualified and experienced proposers with demonstrated expertise and success in providing janitorial services at facilities that are similar in size, scope and use.” Will the Authority consider proposals from bidders that can demonstrate significant experience servicing:
   a. large (>700,000 square feet of indoor, climate-controlled areas), public facilities in Southwest Florida, over multiple shifts, seven days per week, year-long, over a period of decades, but
   b. not at a single facility that meets the strict qualifications of seventy-five (75) full-time employees and 280,671 square feet of terrazzo flooring??
A101. See A27.

Q102. Under Section B.27.c (Assessment of Liquidated Damages), please give examples of what constitutes a “failed inspection.”
A102. An area that does not comply with Exhibit B - Minimum Cleaning Standards will result in a failed inspection.

Q103. Regarding “Exhibit D1 – Cost Proposal”: May the bidder create an exact facsimile of the exhibit using Microsoft Excel and submit a printout as its completed Exhibit D1?
A103. Yes.

Q104. Please provide a copy of labor invoices for the past 18 months.
A104. The Port Authority does not have labor invoices for the past 18 months.

Q105. Please provide a copy of the supply’s invoices for the past 18 months.
A105. The Port Authority does not have supply invoices for the past 18 months. The Port Authority pays the contracted rate for the previous month based on passenger count.

Q106. Please provide a copy of the invoices for any subcontracted or periodic work such as window cleaning, high dusting, Terrazzo Floor.
A106. This information is not available to the Authority.

Q107. Please provide list of positions, salary scale and all benefits detailed by position. Given that this is a 5-year fixed price contract (and up to 9 years of fixed pricing if the two, two-year options are exercised), would any adjustments for increases in benefits and/or salary requirements be accepted?
Q108. Please provide copy of current contract’s winning proposal.
A108. See A89.

Q109. Please provide pre-bid meeting attendance list.
A109. See attached.

Q110. Please provide list of subcontractors used in the past 12 months and scope of services provided by each.
A110. Subcontractors are managed by the current janitorial provider.

Q111. Please provide a report of all the liquidated damages, invoice deductions and fines imposed over the past 18 months.
A111. See A21.

Q112. Please provide report of liability claims that have been filed over the past 3 years.
A112. The Authority is currently aware of claims relating to three falls alleged to have occurred inside the RSW terminal building within the past three years, and a fourth alleged to have occurred exiting a plane onto a jetbridge. Of the three alleged to have occurred inside the terminal building, one related to a stanchion in a TSA checkpoint lane, one related to a bag falling from a luggage cart, and one related to water from an LCPA contractor’s pressure washing job; one of those claims has been withdrawn, one was settled for $18,000, and one remains open. Please note that the Authority does not guarantee the accuracy or completeness of this information. Additionally, claims or actual losses in the future will likely not match historical claims or losses.

Q113. Part C, Content and Organization of Proposal: in which proposal section should the required submittal forms/certifications be included?
A113. See A33.

Q114. Exhibit G3 does not reflect beginning and ending dates for which the average usage for each supply item is calculated in the exhibit. Please provide these dates so bidders can correlate supply usage for that period of time with the corresponding passenger traffic provided in Exhibit A.
A114. Exhibit G3 provides an approximate representation of average usage for supply items for the time period of January 2019 through December 2019.

Q115. The RFP requires that the contractor “Ensure Personnel are Airport security badged and meet all Authority and Homeland Security requirements. Additionally, certain Personnel will have authorized access to service the Customs and Border Protection international
arrivals processing areas. Such Personnel must comply with all requirements prescribed by the Customs and Border Protection.

a. Is there any cost associated with meeting these requirements?
b. Are these costs to be paid by the employee, Contractor or Port Authority?
c. Is there any type of test that contractor employees are required to complete to be able to secure a Badge? If so, could you please provide details on the process.
d. If a person does not pass a test, under what requirements could the same person take the test again?

A115.  
a. No  
b. There is no cost to the employee or contractor for initial security badge issuance. There is cost to the employee and/or contractor for lost and unreturned badges as outlined in section B.27. Lost badge fee is $80, to be paid by employee.
c. Each employee is required to successfully complete computer-based SIDA and active shooter training. Additional training is required for those employees driving in the AOA area and/or getting escort authority. This training is done after the employee has passed the criminal background check and TSA security threat assessment.
d. The person is allowed to take a test up to three (3) times.

Q116. Does the Authority intend the solution that will track public restroom patron frequency be installed in all public restrooms?

A116. See A52 and A53. The Authority invites all proposed solutions.

Q117. Based on available information from news published in local news outlets that indicate when Triangle Services of Florida was removed and replaced by SP Plus the conditions in the contract were changed from a cost-plus arrangement to compensation based on the size of areas cleaned.

a. Could you please provide a copy of the contract with Triangle Services of Florida and a copy of the current contract with SP Plus and elaborate on the differences between the two contracts?
b. Please provide information on the formula used by the Authority to arrive at the Supply usage per passenger count compared to the actual usage of supplies.

A117.  
a. The current contract is a cost-plus reimbursement contract type and the new contract to be awarded as a result of this RFP is a fixed price contract type. Copies of the Triangle Services and SP+ contracts would not be relevant to the preparation of proposals for this RFP.

b. Under the current contract, supplies are billed monthly based on the previous months passenger count and then reconciled to actual expenses every 6 months. There will be no reconciliation in the new contract.

Q118. Could you better define the janitorial contractor’s responsibility in reference to terrazzo floor repair and maintenance, specifically the repair of damaged tiles and grout?
A118. The provider is required to replace any cracked or damaged terrazzo tile and repair grout or control joints. This work has historically been performed once a year at the discretion of the Authority. The tile is provided by the Authority. All other tools and supplies are to be supplied by the Provider or its subcontractor.

Q119. Can you please confirm that, if bidding as a newly-formed joint venture, is it sufficient if the majority partner alone meets the licensing requirements??

A119. In accordance with Part A, Instructions to Proposers, Item A.12 JOINT VENTURES: Proposers intending to submit a proposal 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 proposal opening. Additionally, proposers are reminded that both parties in a joint venture are required to complete and submit the lobbying affidavit with the proposal.

Q120. Section B.16 references the current equipment list. Will the selected contractor have the opportunity to purchase the current equipment before the Authority surplus process?

A120. The current equipment will be surplused. There is no additional information or date for posting at this time.

Q121. Section B.27. states the Contractor is to submit an application for payment on a monthly basis. How soon after submittal of a monthly application for payment will the Authority remit payment to Contractor?

A121. Provided the invoice submitted is accurate and able to be approved, payment is typically made in thirty days or less. In accordance with Florida Statute the Authority must make payment within 45 days of receipt of an acceptable invoice.

Q122. Section D.03 on page 38 references “evaluation factors”. Could the Authority provide a list of these factors?

A122. See Part C, Content and Organization of Proposal, C.01 Evaluation Criteria. The evaluation factors that will be considered by the Authority to determine the most qualified proposer are identified in Sections 1 – 26 in Part C.

Q123. Section 3 of the Information to be Submitted requests audited financial statements. Will the Authority accept “reviewed” financial statements?

A123. PETE? See A77.

Q124. How much lead time is generally required to process ID badges/security clearances for newly hired janitorial services personnel at RSW?

A124. Processing time varies depending on the demand, the time of year, and the documentation provided by the employee. During non-peak times, without ID issues, a badge can be acquired in a week or less. During peak times, or when
issues with ID requirements exist, processing time takes 2 weeks or more. All employees must complete the badging process within 30 days of initial application, or be required to reapply for a badge.

Q125. Does RSW currently utilize a work order platform, such as Corrigo, for example? If so, what platform is currently being used?
A125. The Authority uses Maximo for submitting work orders to the Authority Maintenance Department. The Authority does not currently utilize a platform for submitting work orders to the janitorial service provider; however, proposers are invited to present technological solutions. See A52. and A53.

Q126. Should Form 1: Proposer’s Certification be included as the first item in Section 1: See A.33
A126.

Q127. In what section or sections (1 – 26) should Forms 2 – 4 be included or should a new section (27) entitled Forms be created for their inclusion?
A127. See A.33

Q128. What are the existing staffing levels with the incumbent janitorial services provider?
A128. The staffing levels for the past year prior to COVID-19, were approximately 105-111 full time equivalent employees. It is the responsibility of the Provider to consistently meet the minimum cleaning standards defined in Exhibit B regardless of staffing levels.

Q129. Please provide a copy of the existing service contract with schedule of current charges (public records act).
A129. Since this question is a public records request, it is being treated and responded to separately.

Q130. If we have an existing contract in the airport within the terminal, are we qualified to bid this opportunity?
A130. See A62.

Q131. Who is responsible for supplying/purchasing consumables such as soap, toilet paper, toilet paper spindles, feminine hygiene products, paper towels, urinal screens, air fresheners, dispenser batteries and liners?
A131. See Part B, Scope of Services, Item B.05, Performance Based Cleaning and Item B.18, Cleaning Agents, Materials, Supplies and Equipment.

Q132. Please confirm the fee for initial badging.
A132. See A01.
ITEM 2. The following exhibits are made a part of the RFP 20-45MMW as if contained in the originally issued RFP document:

- Revised Exhibit D1, Cost Proposal

ITEM 3. The following attachments are provided as supplemental information in response to the questions and requests for clarification made by potential proposers.

- Mandatory Pre-Bid Attendance Register
- Schedules of Wages
- Benefits Guide
- Photographs – Dispensers

Reminder: Bids must be submitted to Purchasing Office, 11000 Terminal Access Road, Third Floor, Fort Myers, FL 33913 c/o: Melissa Wendel, CPPO, Procurement Manager no later than 2:00 p.m., June 16, 2020.

Melissa M. Wendel, CPPO
Procurement Manager

Distribution
Gregory S. Hagen, Port Attorney
Gary Duncan, Deputy Executive Director - Aviation
Christopher Styles, Division Director - Aviation
Stephanie Riley, Contracts Manager
Flagship Aviation Services

1. Minimum Qualifications:
   - Minimum qualifications met which includes a staff greater than 75 employees and contracts at medium/large hub airports or facilities with a minimum of 700,000 square feet of indoor climate controlled space.

2. Executive Summary:
   - Founded in 1988 and privately held, the corporate location is in Southlake, TX.
   - Full service offices are located in Tampa & Orlando.

3. Financial Status:
   - Provided an audit report indicating the corporation is financially sound.

4. Business Ethics:
   - Positive response with no investigations, adverse decisions, convictions, or early terminations.

5. References:
   - Provided which include both Tampa International Airport (TPA) & Orlando International Airport (MCO).

6. Key Personnel & Primary Contact:
   - Primary Contact is Courtney Wright who is based out of Southlake, TX. Ms. Wright has experience transitioning airports between janitorial service providers.
   - Proposed site manager is Elisa Diaz who has 5-years of experience with Orlando International Airport (MCO).

7. Experience & Past Performance:
   - Provided details as requested in RFP to include 20+ years servicing the aviation industry at 12 airports to include Orlando, Tampa, Phoenix Sky Harbor, Harrisburg, Greensboro, San Diego, Los Angeles, Salt Lake City, and George Bush International Airports.

8. Terrazzo Experience:
   - Provided detailed experience at the various airports the company currently services. Company has a dedicated floor crew, which includes terrazzo surfaces.

9. Operation & Management Plan:
   - Proprietary “Team Behind the Team” Program – extensive corporate support.
   - Coaching and mentoring programs.
   - Senior leadership frequently conducts scheduled & unscheduled site visits.
   - Philosophical approach of being proactive vs reactive.
   - Cleaning duties assigned to staff members provided along with the cleaning frequencies.

10. Transition Plan:
    - Provided detailed outline with highlights of objectives.
    - Transition plan would be maintained online for efficiency of access and updating status.
    - Successfully transitioned Orlando (MCO) with 300+ badged employees.
    - Sample of transition plan stated in proposal.
11. Staffing & Local Employment:
   - Preference will be given to existing staff who passed background and training process.
   - Provided detailed plan including estimate of 111 full time equivalents and provided a proposed compensation & benefit package included.

12. Subcontractor Plan:
   - Provided a plan that included an estimated cost of 6% of the total annual contract.

13. Equipment & Supplies Plan:
   - Equipment list provided which including an outsourced Preventative Maintenance plan.
   - Supply & chemical list provided.

14. Automation & Technology Plan:
   - Company uses a proprietary program called “Intuition” which provides for daily tracking, Quality Control inspections, Key Performance Indicators & reporting.
   - Proposes to use “TRAX Analytics” restroom technology which fully integrates with the Intuition software.

15. Communication Plan:
   - Detailed plan which include communication devices and the Flagship Quick Response System (QRS) – QR codes which allow for instant reporting of issues.

16. Quality Control Program:
   - Strong plan with corporate verification of work order completion.

17. Safety & Training Program:
   - Provided detailed documented plans which includes recurrent training and supervisor mentorship.

18. Environmental Plan:
   - Provided detail and examples with quarterly staff training on green cleaning.
   - Awarded Recycler of the Year from the City of San Diego.

19. Disaster Plan:
   - Extensive hurricane experience at Tampa & Orlando airports.
   - PUREClean Four Part System provided which outlines the airport’s cleaning needs & procedures throughout the reopening and beyond period.
   - PUREClean includes COVID-19 cleaning points.

20. Cost Proposal:
   - Appears calculations have been applied correctly in the cost proposal.

21. Overall Proposal: Staff agree Flagship is the #1 ranked written proposal with the clearest level of detail as requested in the RFP. Flagship is a Texas based business primarily focused on janitorial services. Proposal strengths include: strong Florida presence; extensive experience with disaster plans as they relate to Florida storms and infectious disease; proven track record with a successful transition of Tampa International Airport while retaining 95% of the incumbent staff; fully automated and mobile proprietary janitorial management program (Intuition) and 97% customer retention rate company-wide with many customers for 10+ years. Proposal weaknesses include: onsite management only consists of a manager and quality control person.
Sunshine Cleaning Services

1. **Minimum Qualifications:**
   - Minimum qualifications met which includes a staff greater than 75 employees and contracts at medium/large hub airports or facilities with a minimum of 700,000 square feet of indoor climate controlled space.

2. **Executive Summary:**
   - Founded in 1976 and family owned with 34-yers of airport experience, the corporate headquarters location Ft. Lauderdale, FL with a regional office located in Sarasota, FL.
   - Bottom up culture where entry level staff are equally valued members of the organization.

3. **Financial:**
   - Provided a financial review report which indicates the company is physically sound.

4. **Business Ethics:**
   - Positive response with no investigations, adverse decisions, convictions or early terminations.

5. **References:**
   - Provided as requested, including Ft. Lauderdale International Airport (FLL).

6. **Key Personnel & Primary Contact:**
   - Primary Contact is Randy Kierce, COO and the proposed Project Manager is Alva Ellis.

7. **Experience & Past Performance:**
   - Services provided at airports, sport stadiums, arenas, convention centers, universities and other large commercial facilities.
   - Extensive airport experience including Fort Lauderdale, West Palm Beach, Tampa, Charlotte Douglas, Piedmont Triad, Columbia Metropolitan.

8. **Terrazzo Experience:**
   - Currently provided at Ft. Lauderdale International Airport (FLL).

9. **Operation & Management Plans:**
   - Culmination of management, transition, staffing, QC, corporate support, safety & training, etc., with the appropriate level on on-site management
   - “Follow the Crowd” concept employed to stay ahead issues utilizing flight schedules, FIDS, RSW stats as well as communication with the Authority and airlines.

10. **Transition Plan:**
    - Start-up specialists to lead transition with operations analysis & strong corporate involvement
    - A working document that includes the transition task checklist, overview and timeline template provided.

11. **Staffing & Local Employment:**
    - 73 full time equivalents presented for year one with preference given to existing staff.
    - Proposal considered light on staff. Part-time utilized to fill-in and provide seasonal assistance.
12. Subcontractor Plan:
   - Provided sufficient compensation & benefits package.
   - Windows and Terrazzo to be subcontracted at a rate of 1% & 6% of contract cost respectively.

13. Equipment & Supplies Plan:
   - Provided list(s) & brands to be owned or leased with a strong relationship with HomeDepot Pro (current provider) & Veritiv.

14. Automation & Technology Plan:
   - Recommended a number of different technologies.
   - Utilizes eHub workforce management software with corporate access & oversight and Traf-Sys which counts people and Lighthouse for restroom service use tracking.

15. Communication Plan:
   - eHub utilized for work orders and service issues.
   - Regular communication with LCPA and full transparency of contracted services & issues.

16. Quality Control Program:
   - eHub utilized for work orders, tracking, reporting, and a wide variety of inspection templates and used for establishing baselines, staying ahead of issues, key performance indicators, root cause analysis.
   - Secret shopper program and monitoring of client social media for passenger complaints.

17. Safety & Training Program:
   - Proactive safety management program with wide variety of topics
   - Instructor led, web based, seminars, recurring – sample training guide provided
   - Developed COVID-19 guide.

18. Environmental Plan:
   - Works with environmental purchasing program.

19. Disaster Plan:
   - Proactive storm response plan & Emergency cleaning post storm.
   - Pandemic response outlined in proprietary “Hygienic CLEAN Program.”
   - Proactive equipment & supplies procured.

20. Cost Proposal:
   - Appears calculations have been applied correctly in the cost proposal.

21. Overall Proposal: Staff agree Sunshine is the #2 ranked proposal. Proposal strengths include: Florida based business with 34 years of airport experience; strong emergency and pandemic plans which include a proactive approach to staffing, equipment and supplies; transition specialist team from HQ to orchestrate transition; “secret shopper” from corporate to ensure performance; RSW social media monitoring and proprietary work order platform. Proposal weaknesses: staffing plan for year 1 appears too low and they presented a variety of technology utilized at other facilities but did not hone in and recommend platforms specifically for RSW.
Service Management Systems

1. Minimum Qualifications:
   - Minimum qualifications met which includes a staff greater than 75 employees and contracts at medium/large hub airports or facilities with a minimum of 700,000 square feet of indoor climate controlled space.

2. Executive Summary:
   - Founded in 1988 with corporate headquarters located in Nashville, TN.
   - Part of SMS Holdings including Block by Block, ServiceWear Apparel and WTC Ventures.
   - Core values – honesty, fairness, loyalty, integrity, appreciation, fun and faith.
   - Participates in American Heart Assoc., YMCA & Habitat for Humanity.

3. Financial:
   - Provided an audit report which indicates the company is physically sound.

4. Business Ethics:
   - No investigations, adverse decisions, convictions or early terminations.

5. References:
   - Provided, including Louisville International & Destin-Ft. Walton Beach Airports.

6. Key Personnel & Primary Contact:
   - Primary contact is Glen Desposito who has 5-years of experience with SMS and is currently based out of Nashville, TN.

7. Experience & Past Performance:
   - Provided details as requested in RFP with 20 years airport janitorial services at Nashville Intl, Louisville Intl & Destin-Ft Walton Beach airports.

8. Terrazzo Experience:
   - SMS utilizes the 3M Stone Protection System & provided the maintenance guide.

9. Operation & Management Plans:
   - Outlined visits from corporate leadership includes monthly, quarterly, bi-annual & annual basis.
   - Onsite management staff adequate.
   - Sample manuals provided.

10. Transition Plan:
    - Detailed 8 week transition plan provided.

11. Staffing & Local Employment:
    - Preference would be given to existing staff.

12. Subcontractor Plan:
    - Subcontractors are not proposed to be used.

13. Equipment & Supplies Plan:
    - Provided detailed equipment list with maintenance plan.
    - Will use supplies as stated in RFP plus additional chemicals as stated.
14. Automation & Technology Plan:
   - TRAX Smart Restroom Technology used for supply monitoring, inventory usage (matrix), passenger counter, issue alerts, and monitor cleaning schedule.

15. Communication Plan:
   - (10) Kronos mobile devices, laptops, (3) iPad, (3) Chromebooks all loaded with OPS360 and TRAX software.
   - Reporting, meeting and focus groups.

16. Quality Control Program:
   - OPS360 work order platform, GPS location, pictures, performance by employee, status reporting, communications.
   - Open access to OPS360 by the Authority for monitoring.

17. Safety & Training Program:
   - SafePesonnel training portal software accessed by all staff with over 100 custom videos and topics.

18. Environmental Plan:
   - Provider of Green Seal Products, EcoLogo, Cert Paper Products & Cosgrove packaging.
   - Sufficient information presented.

19. Disaster Plan:
   - Provided Severe Weather Response outline to be customized for RSW.
   - Detailed response & procedures for COVID-19 provided.

20. Cost Proposal:
   - Appears calculations have been applied correctly in the cost proposal.

21. Overall Proposal: Staff felt that this was the #3 best written proposal. Proposal strengths include: provided an audit report; 20 years airport experience; strong disaster and pandemic response; consistent and scheduled corporate contact with onsite visits; equipment plan includes all new items with spare parts and maintenance plan; and OPS360, proprietary work order management platform fully integrates with TRAX Smart Restroom platform. Proposal weaknesses include: lack of reference from Nashville International Airport.
SP+ Corporation & Diverse Facility Solutions (DFS)

1. **Minimum Qualifications:**
   - Minimum qualifications met by DFS which includes a staff greater than 75 employees and contracts at medium/large hub airports or facilities with a minimum of 700,000 square feet of indoor climate controlled space.

2. **Executive Summary:**
   - SP+ is a publically held corporation with headquarters located in Cleveland, OH.
   - DFS, founded in 2002, is a privately held corporation located in Chicago, IL.
   - Newly formed joint venture (SP Plus DFS) with DFS as the majority holder.

3. **Financial:**
   - Newly formed joint venture, therefore no joint audited statements available.
   - Dun & Bradstreet report provided.

4. **Business Ethics:**
   - No crime convictions for either joint venture company.
   - SP+ disclosed lawsuits 12 related to negotiated early terminations.
   - DFS – no early contract terminations.

5. **References:**
   - DFS provided which included Dallas Fort Worth, San Antonio, and O’Hare airports.

6. **Key Personnel & Primary Contact:**
   - Primary contact is Michael Hankins who is the current onsite manager at RSW with 15+ years of experience.
   - DFS Corporate contact is Omar Ramirez is the Divisional Director of Operations for several contracts within the region.

7. **Experience & Past Performance:**
   - Provided details as requested in RFP. DFS has 18 years of aviation experience including Dallas Fort Worth, O’Hare, and San Antonio airports.

8. **Terrazzo Experience:**
   - DFS uses the 3M Stone Protection System.

9. **Operation & Management Plans:**
   - SP+ proposed to manage financials, accounting, and HR support while DFS proposes managing the on-site janitorial and operational support.

10. **Transition Plan:**
    - Incumbent service provider, therefore no transition plan provided.

11. **Staffing & Local Employment:**
    - All current employees would remain in place, which represent the 75-100 full time staff proposed.

12. **Subcontractor Plan:**
    - Retain current subcontractors for windows (1% of annual contract cost), high dusting & carpet (1% of annual contract cost) and terrazzo (4% of annual contract cost).

13. **Equipment & Supplies Plan:**
List of currently used equipment provided, including 3 truck & 3 golf carts. No maintenance plan identified.

14. Automation & Technology Plan:
   - Utilize TRAX software for restroom use counting, reporting issues, and collecting data.

15. Communication Plan:
   - DFS uses CleanTelligent, which is a workload & data management system for deployment & response tracking, analytics and data warehousing.
   - Propose using the Restroom Alert Management System which would allow passengers to send text messages to staff regarding cleanliness conditions.

16. Quality Control Program:
   - Propose the use of CleanTelligent as Quality Management Software provides for job scheduling, reporting, inspection checklists
   - Reports provided are from their current Excel-based format.

17. Safety & Training Program:
   - Safety program provided as one page from SP+ and lacked DFS’s safety program.
   - Propose to use SP+ University which doesn’t include sufficient janitorial-specific training.

18. Environmental Plan:
   - DFS’s Green Clean Policy for improving indoor air quality, health and environmental profile provided.

19. Disaster Plan:
   - Hurricane plan refers to parking contract and the not janitorial staffing or procedures.

20. Cost Proposal:
   - Did not correctly apply calculations in the cost proposal.

21. Overall Proposal: Staff agree SP+ DFS was the #4 best written proposal. Upon early termination of the Triangle Services contract, SP+ stepped in and assumed temporary management of janitorial services. Proposal strengths include: extensive long term knowledge of landside operations; transitioned a loyal janitorial staff; and DFS has many years of airport cleaning experience. Proposal weaknesses include: newly formed joint venture with no combined financial information or joint work history; SP+ does not have the strength of experience shown by many other proposers; proposal had references to landside parking not janitorial; emergency plan presented was specific for SP+ parking plan and training did not contain janitorial specific courses.
UBM Enterprise, Inc.

1. **Minimum Qualifications:**
   - Minimum qualifications met which includes a staff greater than 75 employees and contracts at medium/large hub airports or facilities with a minimum of 700,000 square feet of indoor climate controlled space.

2. **Executive Summary:**
   - Founded in 1992 with corporate headquarters location in Dallas, TX.
   - Providing services in Florida since 2018.

3. **Financial:**
   - Provided a financial *compilation* report.

4. **Business Ethics:**
   - No investigations, adverse decisions, convictions or early terminations.

5. **References:**
   - Provided, however no airport(s) were include in the references.

6. **Key Personnel & Primary Contact:**
   - Primary contact: Jae Song, COO who is based out of Dallas, TX.
   - Alternate contact is Charles Gonzalez who is the Florida branch manager.

7. **Experience & Past Performance:**
   - Terminals at Dallas Fort Worth Intl Airport (DFW)

8. **Terrazzo Experience:**
   - States experience, however no locations provided.

9. **Operation & Management Plans:**
   - Broad overview of their cleaning plan.

10. **Transition Plan:**
    - Provided low level of detail.

11. **Staffing & Local Employment:**
    - Provided staffing plan which includes 101 full time equivalents.

12. **Subcontractor Plan:**
    - No subcontractors proposed to be utilized.

13. **Equipment & Supplies Plan:**
    - Supplied our current equipment & supplies list with intent to purchase all new items.
    - Includes 3 trucks and 3 golf carts.

14. **Automation & Technology Plan:**
    - CleanTelligent janitorial management software used for work orders, quality control and reports.

15. **Communication Plan:**
    - Low-level of detail in reference to regular meetings and open communications.
16. Quality Control Program:
   ▪ No mention of QC personnel or how CleanTelligent will be utilized as a component of the QC program.

17. Safety & Training Program:
   ▪ Each employee is issued a safety manual. Lacking detail.

18. Environmental Plan:
   ▪ Participates in green cleaning initiatives.

19. Disaster Plan:
   ▪ Lacking detail with no mention of infectious disease control.

20. Cost Proposal:
   ▪ Appears calculations have been applied correctly in the cost proposal.

21. Overall Proposal: Staff agree UBM was the #5 best written proposal. Proposal strengths include: staffing plan on target with full time equivalents and management given passenger counts provided and the presented airport experience and terrazzo experience. Proposal weaknesses include: each of the plans requested contained minimal detail including the lack of hurricane or pandemic information.
JCM Commercial Business

1. Minimum Qualifications:
   - Minimum qualifications met which includes a staff greater than 75 employees and contracts at medium/large hub airports or facilities with a minimum of 700,000 square feet of indoor climate controlled space.

2. Executive Summary:
   - Founded in 2009 by airline industry professionals, company is privately owned with corporate headquarters located in Seaford, NY.
   - Florida presence since 2018

3. Financial:
   - Provided a financial review report.

4. Business Ethics:
   - No investigations, adverse decisions, convictions or early terminations provided.

5. References:
   - Provided which included terminal-B @ Newark International Airport and British Airways Terminal-7 @ JFK International Airport.

6. Key Personnel & Primary Contact:
   - Primary contact is Dorothy Sepulveda, Director of Janitorial Services.
   - Corporate staff identified with detail.
   - Proposed site manager is Kamely Bautista.

7. Experience & Past Performance:
   - 12 years of janitorial services provided to airport industry clients.
   - Airports included terminals at Newark International, JFK International, LaGuardia, and Manchester/Boston Regional.

8. Terrazzo Experience:
   - Currently provide daily terrazzo care at Newark International & JFK airports.
   - Propose to subcontract, however the rates are not included in the cost proposal.

9. Operation & Management Plans:
   - No onsite QC & assistant manager identified on the proposed 3rd shift schedule.
   - Utilize cross training across all their services to allow for staff allocation efficiencies.

10. Transition Plan:
    - 3 month transition plan with sample schedule provided.

11. Staffing & Local Employment:
    - Preference given to existing staff.
    - Living wage and benefits package proposed.

12. Subcontractor Plan:
    - Plan to subcontract all identified projects.
    - Noted that carpet cleaning & terrazzo polishing were not included in the cost proposal.
    - Terrazzo tile repair will be done upon the Authority’s request.

13. Equipment & Supplies Plan:
Provided RSW’s current equipment list stating they’ll use quantities as presented, however vehicles were not identified.

States RSW will be responsible for prioritizing equipment training & maintenance.

14. Automation & Technology Plans:
   - Experience with Maximo, our computerized maintenance management system.
   - Included in cost proposal is combination of CleanTelligent & WhenToWork.

15. Communication Plan:
   - States that a variety of devices will be used – no specific details provided.
   - Recommends JCM purchase consumables for cost-plus administrative fee.

16. Quality Control Program:
   - Present a plan with minimal detail on CleanTelligent platform

17. Safety & Training Program:
   - Limited detail – would be site specific.
   - Proposed they would look to participate in RSW training.

18. Environmental Plan:
   - States JCM will comply with all RSW’s sustainable practices & techniques.

19. Disaster Plan:
   - Included draft copy and would conduct a site specific pandemic plan – no specifics.

20. Cost Proposal:
   - Did not apply calculations correctly in the cost proposal.
   - Partial subcontracting not included.
   - Unclear as to whether consumable supplies were included.

21. Overall Proposal: Staff agree JCM ranked as the #6 best written proposal. Proposal strengths include: research of RSW and surrounding area; airport experience with references. Proposal weaknesses include: it’s unclear as to whether there will be an onsite QC as required; cost proposal was not inclusive of all costs as required in the RFP and lacked recommendations for innovation & solutions, instead put the burden on the Authority to advise.
General Building Maintenance

1. Minimum Qualifications:
   - Minimum qualifications met which includes a staff greater than 75 employees and contracts at medium/large hub airports or facilities with a minimum of 700,000 square feet of indoor climate controlled space.

2. Executive Summary:
   - Founded in 1983, certified minority privately owned business with corporate headquarters located in Atlanta, GA.
   - 20 cities served.
   - Looking to get back into the airport cleaning business.

3. Financial:
   - Provided a financial review report.

4. Business Ethics:
   - No investigations or convictions; litigation regarding chemical use, early termination due to business decline, relocation and availability of workers, and local wage rates.

5. References:
   - Provided State of FL, State of TN, however, no airports listed.

6. Key Personnel & Primary Contact:
   - Corporate personnel identified with the primary corporate contact being Don Champion and the primary local contact as Ben Carver who is based out of Sarasota, FL.

7. Experience & Past Performance:
   - 37 years of commercial cleaning experience.

8. Terrazzo Experience:
   - Some terrazzo experience noted.
   - Noted use of Spartan Tera-Glaze.

9. Operation & Management Plans:
   - Presented RSW’s procedures as their operating plan.
   - Operates under the “zero defect” motto.
   - “Keep what works and explore options for what doesn’t” philosophy.

10. Transition Plan:
    - Provided key elements and sample plan, however no timetable.
    - States web-based matrix available for use in the plan.

11. Staffing & Local Employment:
    - Referenced airport staffing plan experience from 10 years prior.
    - Proposed weekly hours excessively high.
    - 60/40 full time to part time staffing ratio.
    - Compensation & benefits included.
    - Preference to existing staff.

12. Subcontractor Plan:
Plan to subcontract with no percentage of annual contract provided.
Noted they were prepared to subcontract day-to-day cleaning if necessary.

13. Equipment & Supplies Plan:
- Provided equipment list with vehicles & haulers.
- Provided RSW’s supply list with differences noted as requested.

14. Automation & Technology Plan:
- Proprietary work order platform accessible by the Authority.
- TRAX Analytics software use in restroom cleanliness monitoring.

15. Communication Plan:
- Outlined the use of Paper forms as opposed to automated & mobile solution
- Verizon Samsung smartphones issued to managerial & supervisory personnel.
- No tablets or other mobile technology identified.

16. Quality Control Program:
- Doesn’t appear to include a dedicated QC person on staff.
- 3 part log book for requests/problem resolution.
- Lacking details.

17. Safety & Training Program:
- Provided an 81 page safety training manual.

18. Environmental Plan:
- Green Clean & Sustainable Programs utilized for 32 years.

19. Disaster Plan:
- Basic outline provided, however no hurricane provided.
- Follows CDC COVID-19 guidelines.

20. Cost Proposal:
- Did not apply calculations correctly in the cost proposal.

21. Overall Proposal: Staff agree GBM is the #7 best written proposal. Proposal strengths include: 37 years cleaning experience; airport experience (but not current) and a presence in Florida. Proposal weaknesses include: lacked innovation and technology; quality control program falls short for a performance based contract and proposed staffing hours high with a disproportioned amount of part time staff.
UG2, LLC

1. Minimum Qualifications:
   - Minimum qualifications met which includes a staff greater than 75 employees and contracts at medium/large hub airports or facilities with a minimum of 700,000 square feet of indoor climate controlled space.

2. Executive Summary:
   - Founded in 2012, company is privately held with corporate headquarters located in Boston, MA.

3. Financial:
   - Provided a review report.

4. Business Ethics:
   - No litigation. Terminated early due to small claims/workers comp claims.

5. References:
   - Provided, however no airports included.

6. Key Personnel & Primary Contact:
   - Primary Contact is John Correia, COO.
   - Proposal was unclear as to who would be the proposed site manager.

7. Experience & Past Performance:
   - Many large public and college facilities such as TD Garden in Boston and Stanford University.

8. Terrazzo Experience:
   - No experience stated, however proposed using 3M Stone Floor Protection system.

9. Operation & Management Plans:
   - Sample “Periodic Task Calendar” provided.
   - Mentions industry leading quality assurance technology, but provides no specifics.

10. Transition Plan:
    - Low level of detail in a draft 30-day proposed transition plan.

11. Staffing & Local Employment:
    - Heavy in management; no wage proposal; unclear on the staffing numbers.
    - Current staff to receive consideration.

12. Subcontractor Plan:
    - Will use current subcontractors for a total value of 6% of annual contract cost.

13. Equipment & Supplies Plan:
    - Provided RSW’s lists with no vehicles identified
    - Noted that they do not anticipate the need for replacement of equipment for the duration of the contract.

14. Automation & Technology Plan:
    - States they plan to use our Maximo CMMS – this is not an option.

15. Communication Plan:
    - Cell phone & 2-way radios as appropriate for roles and outlined meeting plan.
16. Quality Control Program:
   - Smart Inspect quality assurance platform proposed.

17. Safety & Training Program:
   - Will provided 2020 Safety Plan upon request.
   - List of training provided – web based, in-house, client site.

18. Environmental Plan:
   - Aligned with Spartan Chemical Supply for green cleaning.

19. Disaster Plan:
   - Will provide event specific response plan upon request.
   - Outlines COVID-19 plan.

20. Cost Proposal:
   - Did not correctly apply calculations in the cost proposal

21. Overall Proposal: Staff agree UG2 was the #8 best written proposal. Proposal strengths include: easy to follow proposal and contract with a wide variety of large facilities such as TD Garden and Stanford University. Proposal weaknesses include: no airport experience; instead of presenting details as requested in the RFP, UG2 state they would provide upon request, leaving us unable to determine adequacy; planned to piggyback off of our computerized maintenance management system, Maximo and did not provide terrazzo experience as requested.
LGC Global Energy

1. Minimum Qualifications:
   - Minimum qualifications met which includes a staff greater than 75 employees and contracts at medium/large hub airports or facilities with a minimum of 700,000 square feet of indoor climate controlled space.

2. Executive Summary:
   - Founded in 1994 with corporate headquarters located in Detroit, MI, LGC has 40 offices worldwide from the USA spanning to the Far East.
   - 25 years airport experience.
   - Holds multiple industry standard cleaning certifications.

3. Financial:
   - Provided a financial compilation report.

4. Business Ethics:
   - No investigations, adverse decisions, convictions or early terminations reported.

5. References:
   - References provided included Chhatrapati Shivaji International Airport (Mumbai) & Pune International Airport in India.

6. Key Personnel & Primary Contact:
   - Primary contact: Tushar Patel, COO.
   - Corporate contact: Jinansh Shah.

7. Experience & Past Performance:
   - Provide a variety of services including gate & ticket agents, cargo services, cabin & ramp services, facility management, janitorial, HVAC services and automotive to name a few.
   - Airports listed are all overseas.

8. Terrazzo Experience:
   - Maintain terrazzo at airports around the globe.

9. Operation & Management Plans:
   - Management plan presented referenced all the services they provide.
   - States that they prefer to self-perform all projects, but if needed they would partner with BVG Group, India’s largest facility management company.
   - No airport or site specific details.

10. Transition Plan:
    - Provided a one page sample document of a 6 week transition plan.

11. Staffing & Local Employment:
    - Preference to existing staff. Historically, 80% of incumbents retained.
    - Propose 15% of employees work 32 hours a week with benefits.
    - Proposed partnering with a staffing company to bring staff onsite within 2 hours to be used on a regular basis.
    - Provide overtime to ensure daily tasks are completed.

12. Subcontractor Plan:
13. **Equipment & Supplies Plan:**
   - Provided extensive list with additional items not listed in RFP.

14. **Automation & Technology Plan:**
   - All staff would be provided a mobile device – tablet or cell phone.
   - CMMS access available to all.

15. **Communication Plan:**
   - GPS / Geo fencing proposed to track time.
   - Implement workload leveling to reduce overtime (contradicting staffing plan).

16. **Quality Control Program:**
   - Proposes adhering to Association of Physical Plant Administrators Level-II (Comprehensive Stewardship) cleaning guidelines.
   - Mentions subcontractors (contradiction with subcontractor plan).
   - Asset Essential System – cloud based inventory by Dude Solutions.

17. **Safety & Training Program:**
   - Claims OSHA compliance followed in proposal.
   - Table of training and duration of training provided.

18. **Environmental Plan:**
   - Limited details (lacking).

19. **Disaster Plan:**
   - Broad use of texting & auto calls proposed.
   - No hurricane plan provided.

20. **Cost Proposal:**
   - Did not correctly apply calculation in the cost proposal.

21. **Overall Proposal:** Staff agree LGC was the #9 best written proposal. Proposal strengths include: format was clear and easy to follow and they have airport experience but not in the United States. Proposal weaknesses include: plan appears to be very data driven; section details lacking and plan indicates the use of overtime and a staffing company without consideration for badging.
United Maintenance Company, Inc.

1. **Minimum Qualifications:**
   - Minimum qualifications met which includes a staff greater than 75 employees and contracts at medium/large hub airports or facilities with a minimum of 700,000 square feet of indoor climate controlled space.

2. **Executive Summary:**
   - Corporate location in Chicago, IL
   - Created over 50 years ago
   - Privately held

3. **Financial:**
   - Provided a financial *compilation* report.

4. **Business Ethics:**
   - Failed to provide response to all elements of this section.

5. **References:**
   - Provided, which included O’Hare Intl Airport.

6. **Key Personnel & Primary Contact:**
   - Corporate contact is Ryan Moore, Director of National Operations
   - Proposed Account Manager is Ada Resendez who is currently a shift manager at O’Hare Int’l Airport.

7. **Experience & Past Performance:**
   - Provided O’Hare Intl Airport, Natural History Museum of Los Angeles County, United Center Sports Arena, and the City of Orlando.

8. **Terrazzo Experience:**
   - Maintain terrazzo at O’Hare Intl Airport.

9. **Operation & Management Plans:**
   - Management plan was all COVID-19 related.
   - Operations plan included 5 steps – listen, ask & plan, act, evaluate and adjust.

10. **Transition Plan:**
    - Mentions compensation plan for those United Maintenance staff who desire to relocate.
    - Outlined a standard plan with sufficient detail.

11. **Staffing Plan & Local Employment:**
    - Job fair to be held for existing staff.
    - 89.3 full time equivalents year 1 with 10% of cleaning to be done by part time staff.

12. **Subcontractor Plan:**
    - Windows and Terrazzo tile replacement will be subcontracted, no percentage of annual contract provided.

13. **Equipment & Supplies Plan:**
    - Provided an equipment list with costs.
Supplies list provided which would be purchased in volume and warehoused in one of their 3 warehouses.

14. Automation & Technology Plan:
   - TRAX SmartRestroom pricing structure provided to include passenger counters, cleaning activity data collection and reporting with dashboard metrics.
   - Mention of a work order platform but nothing specific provided.

15. Communication Plan:
   - Mention of a work order platform with mobile access, but no details included on the types of devices used.

16. Quality Control Program:
   - Proposes the use of CleanTelligent – a full service janitorial management software package but it’s unclear as to whether this is their work order platform.

17. Safety & Training Program:
   - Provided a safety and training outline for their program.

18. Environment Plan:
   - Proposal states they utilize environmentally preferred cleaning products.

19. Disaster Plan:
   - Presented their process for handling a limited category of disasters.
   - Did not address infectious disease outbreak.

20. Cost Proposal:
   - Appears calculations have been applied correctly in the cost proposal.

21. Overall Proposal: Staff agree United was the #10 best written proposal. Proposal strengths include: airport experience and staffing plan was in-line with passenger counts. Proposal weaknesses include: work order platform not clearly identified and Business Ethics section was not adequately responded to.
## Cost Proposal Summary - Janitorial Services RFP 20-45

*(Final cost will be negotiated upon award of contract)*

<table>
<thead>
<tr>
<th>Company</th>
<th>5 Year Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flagship</td>
<td>$28,651,851.00</td>
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<tr>
<td>Sunshine Cleaning Systems</td>
<td>$34,306,325.44</td>
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<td>Service Management Systems</td>
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<td>SP Plus DFS Joint Venture</td>
<td>$32,203,097.00</td>
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<td>UBM</td>
<td>$24,176,114.36</td>
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<tr>
<td>JCM</td>
<td>$20,456,071.68*</td>
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<tr>
<td>General Building Maintenance</td>
<td>$32,507,940.83</td>
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<tr>
<td>UG2</td>
<td>$32,208,673.13</td>
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<tr>
<td>LGC Global Energy FM</td>
<td>$31,521,652.00</td>
</tr>
<tr>
<td>United Maintenance Co.</td>
<td>$26,938,205.33</td>
</tr>
</tbody>
</table>

*A portion of the subcontracted work was not calculated in presented cost.*
1. REQUESTED MOTION/PURPOSE: Request ASMC hold a Bid Protest Hearing/Administrative Reconsideration and, subsequently, recommend to the Board the award of a contract resulting from RFB20-34MMW to the lowest responsive bidder.

2. FUNDING SOURCE: FAA grants and Passenger Facility Charge revenues

3. TERM: 490 Calendar Days

4. WHAT ACTION ACCOMPLISHES: Hold a Bid Protest Hearing/Administrative Reconsideration pursuant to the LCPA Purchasing Policy Manual and 49 CFR Part 26

5. CATEGORY: 5. Administrative Agenda

6. ASMC MEETING DATE: 7/21/2020


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

9. REQUESTOR OF INFORMATION:
   (ALL REQUESTS)
   NAME  Mark Fisher
   DIV.  Development

10. BACKGROUND:

    Southwest Florida International Airport has a network of airside pavement infrastructure that has been constructed at various times from as early as 1979 (during the original RSW construction) through 2005 (as part of the Midfield Terminal construction). In order to perform the necessary rehabilitative measures to correct existing pavement distresses, the Port Authority has embarked on a program that involves the rehabilitation of certain airfield pavements including Parallel Taxiway F, its adjacent connector taxiways, and segments of Parallel Taxiway A and Taxiway G2, as well as airfield lighting upgrades. Also included in the scope of the program is a new airfield electrical vault that will serve to reduce the burden on the existing vault and more efficiently serve the needs of future airfield electrical demands.

    On March 19, 2020, the LCPA advertised a Request for Bids (RFB) for the major portions of airfield paving and electrical construction work for this project. A Mandatory Pre-Bid meeting was held on April 2, 2020 to further present and discuss the project and answer questions from prospective bidders. As federal grants will likely be a major funding source for this project, various federal grant requirements and conditions apply to this solicitation, including 49 Code of Federal Regulations (CFR) Part 26 – Participation by Disadvantaged Business Enterprises (DBEs) in US Department of Transportation Financial Assistance Programs.

    On April 30, 2020, the following two (2) bids were received:
    - Preferred Materials = $11,275,441.28
    - Ajax Paving Industries of Florida, LLC = $11,429,648.98

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>ACTING EXECUTIVE DIRECTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark R. Fisher</td>
<td>Victoria B. Moreland</td>
<td>N/A</td>
<td>Brian W. McGonagle</td>
<td>Gregory S. Hagen</td>
<td>Benjamin R Siefert</td>
</tr>
</tbody>
</table>

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

13. PORT AUTHORITY ACTION:
- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER
In reviewing the bids for responsiveness to the LCPA Request for Bids, additional information and clarification was obtained from the bidders. After the LCPA’s review and the exercise of due diligence, LCPA staff determined that the apparent low bidder, Preferred Materials, did not comply with the bid documents that require the DBE goal of 14% be achieved or the bidder must demonstrate Good Faith Efforts to obtain the goal in accordance with 49 CFR Part 26. Therefore, the Preferred Materials bid was deemed by LCPA staff to be nonresponsive. As a result, the LCPA issued a Notice of Intent to Award to the lowest responsive bidder, Ajax Paving, on June 19, 2020. Subsequently, pursuant to the LCPA Purchasing Policy Manual, on June 29, 2020, Preferred Materials filed a Bid Protest requesting reconsideration of the award. This Bid Protest Hearing will also serve as the Administrative Reconsideration required by 49 CFR Part 26 since the ASMC is a third party not involved with the original solicitation and, therefore, the decision of the ASMC as the Administrative Reconsideration Official is not appealable to the USDOT.

As a result of the Bid Protest Hearing/Administrative Reconsideration deliberations, options available to the ASMC are:

1. The Preferred Materials Bid is deemed nonresponsive and recommend Board award contract to Ajax Paving as the lowest, responsive bidder
2. The Preferred Materials bid is deemed responsive and recommend Board award contract to Preferred Materials as the lowest, responsive bidder
3. Any other action as deemed appropriate by the ASMC

Attachments
A - Agenda
B - Project Exhibit
C - LCPA DBE memo
D - LCPA Policies and Federal Regulations
E - Preferred Materials Bid Protest and Supplemental Material
F - Request for Bids & Bids Received
REQUEST FOR BIDS 20-34MMW

REHABILITATION OF TAXIWAYS A, F & G2
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

BID PROTEST HEARING &
DBE ADMINISTRATIVE RECONSIDERATION

AGENDA

JULY 21, 2020

1. Introduction of Request for Bids 20-34MMW
   a. Background and Timeline – LCPA Purchasing
   b. Bid Summary
2. Sponsoring Division Summary, Background and Recommendation – LCPA
   Development Division
   a. 49 CFR Part 26 - DBE Good Faith Efforts
3. Affected Parties
   a. Preferred Materials (7 minute time limit; max 2 speakers)
   b. AJAX Paving (7 minute time limit; max 2 speakers)
4. ASMC Q&A, Discussion and Suggested Motions:
   a. The Preferred Materials bid is deemed **nonresponsive** and recommend Board award contract to Ajax Paving as the lowest, responsive bidder;
   b. The Preferred Materials bid is deemed **responsive** and recommend Board award contract to Preferred Materials as the lowest, responsive bidder; or
   c. Any other recommendation or action as deemed appropriate by the ASMC
Airside Pavement Rehab 1 – TWs F, A1/10, G2, Airfield Lighting & New Electrical Vault
MEMO TO: Melissa Wendel, CPPO  
Procurement Manager

FROM: Julio A. Rodriguez  
Manager, Disadvantaged Business Enterprise

DATE: July 8, 2020

SUBJECT: DBE Good Faith Efforts Determination for  
RSW-Rehabilitation of Taxiways A, F, and G2 – RFB 20-34


Bidder Responses

Two (2) bids were received for RFB 20-34 which was advertised with a DBE participation goal of 14%. In reviewing all of the responsible bids that were received by LCPA for the above project, it was evident that the established DBE goal of 14% was achievable. Preferred Materials, Inc. submitted a bid in the amount of $11,275,441.28 and offered DBE participation at 0%. Ajax Paving Industries of Florida, LLC submitted a bid in the amount of $11,429,648.98 and offered DBE participation at 14.04%. The following summarizes the DBE participation analysis performed by the Port Authority in evaluating both bids.

In order to meet or exceed the established contract goal, all bidders were requested to provide LCPA with a proposed DBE commitment plan or with the efforts they took in trying to meet or exceed the DBE goal of the contract also known as Good Faith Efforts (GFE). GFEs are not standardized; however, the regulation provides us with a global sample of GFEs in Appendix A of the DBE regulation in 49 CFR Part 26.53. It is a fact-specific judgment that LCPA must make.

Non-Responsive Determination: (Preferred Materials, Inc.)

During the review of the Preferred Materials, Inc. bid on the Airside Pavement project, the LCPA noted that Preferred Materials, Inc. failed to provide DBE commitments unlike the other bidder. As allowed under Part 26, LCPA requested that Preferred Materials, Inc. provide a list of the bidders and their documentation of Good Faith Efforts (GFE). Preferred Materials, Inc. provided adequate documentation of their DBE outreach, a component of GFE, and provided four (4) quotes from interested and qualified DBE companies. After further investigation LCPA determined that Preferred Materials, Inc. did not take the next step and negotiate in good faith with the interested DBE companies. As such LCPA finds their efforts to be merely Pro Forma which is not allowed under the federal DBE regulations. Preferred Materials, Inc. stated, “It all came down to pricing; we were able to utilize internal resources at a cheaper rate” as their reason for not including DBE subcontractors in this project, which is clearly prohibited under Part 26.
Preferred Materials, Inc. received a Non-DBE subcontractor quote on one (1) of four (4) trades that a DBE quoted a price. Preferred Materials, Inc. compared that quote to the higher DBE subcontractor quote and determined that the DBE subcontractors quote was excessive and unreasonable; however, Preferred Materials, Inc. also deemed the other DBE quotes as “excessive and unreasonable” but their decision was based on comparing the DBE pricing to their internal costs, which are not competitive to subcontractor street pricing. Appendix A of the regulation reminds us that the desires or ability of a prime contractor to perform the work of a contract with its own forces does not relieve the prime of the responsibility to negotiate in good faith. LCPA also considered the fact that subcontractors (DBEs and Non-DBEs) are typically awarded a contract outside of any formal low bid system. Therefore, Preferred Materials claimed to self-perform part of the project at a cheaper rate when only considering DBE quotes, which is not acceptable per the regulation. Based on the LCPA review of the DBE quotes, it does not appear that these DBE quotes received by Preferred Materials, Inc. were “excessive or unreasonable as they have indicated.

The LCPA’s evaluation of GFE considered, in part, the criteria listed in 49 CFR Part 26 Appendix A and attached GFE determination matrix. LCPA considered the following criterion:

1. Did the Bidder receive DBE bids?
2. Did the DBE meet the project goal by documenting DBE commitments for participation? If no, did the bidder have adequate GFE to offset the lack of DBE participation?
3. Did bidder document adequate GFE?
4. Did the bidder exercise good faith and negotiate with interested qualified DBE’s?
5. Is the bidder performing work that a qualified DBE provided quotes for?
6. Did the Bidder reject DBE as being unqualified without sounds reasons (Prime contractor’s ability to perform the work at a lower cost is not a sound reason)?
7. Could the apparent successful bidder have met the goal?

Meetings were held to discuss this information with LCPA staff in various Departments including Purchasing, Engineering and Construction, Governmental Affairs and Grants, and the Port Attorney’s Office. After reviewing the bid submitted by Preferred Materials, Inc. and after considering the GFE criteria provided under 49 CFR Part 26 Appendix A, LCPA has determined that the Preferred Materials, Inc. bid to be non-responsive due to the failure to document the commitments for participation by DBE firms because of their inability or desire to negotiate in good faith.

Responsiveness Determination: (Ajax Industries of Florida, LLC.)

In reviewing the DBE information provided by the recommended low bidder, Ajax Industries of Florida, LLC.; the following items were considered:

- Bidder satisfied the basic requirement by proposing DBE commitments of 14.04% and identifying their DBE subcontractor(s);
- LCPA verified the certification status of the proposed DBE(s) subcontractor listed in Form 9 (Utilization Statement) of the bidder’s documents;
- Bidder provided a “fully” completed DBE Participation Commitment form with the bid documents, including:
1. Name and addresses of DBEs;
2. Description of the work that each DBE will perform;
3. The dollar amount of the participation by each DBE firm;

- Bidder provided written documentation about their commitment to utilize DBE subcontractors in order to meet or exceed the established goal;
- Bidder was able to obtain a commensurate amount of DBE participation compared to other bidders.

The attempts taken by Ajax Paving Industries of Florida, LLC, to include DBEs in this project are clearly evident, measurable, adequate and consistent with the Good Faith Efforts determination guidelines pursuant to Title 49 Code of Federal Regulations in Part 26.53, Appendix A and the Port Authority’s DBE Program.

JAR

Attachments
DBE GFE Checklist
49 CFR Part 26.53 & Appendix A

Cc: Greg Hagen, Senior Asst. Port Authority Attorney
    Mark Fisher, AAE, Deputy Executive Director - Development
    Emily Underhill, PE, AAE, Division Director - Development
    Chad Rosenstein, Department Director – Government Affairs & Grants
    Hector Yanez, PE, Department Director – Engineering and Construction
    Juliet Iglesias, CM, Grants Manager
    David Morris, PE, Project Manager
Lee County Port Authority's Evaluation of Good Faith Efforts  
RFB 20-34 - RSW Rehabilitation of Taxiways A, F, and G2

<table>
<thead>
<tr>
<th>49 CFR Part 26 Appendix-A, GFE Review Criteria</th>
<th>Preferred Materials</th>
<th>Ajax Paving</th>
<th>DOT Official Q&amp;A DBE Regulations</th>
</tr>
</thead>
<tbody>
<tr>
<td>In order to be sufficient and responsive, the bidder must make sufficient good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn’t meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.</td>
<td>Good faith efforts are efforts to obtain participation by certified DBEs on the contract.</td>
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</tbody>
</table>

GFE Criteria (49 CFR Part 26, Appendix A)

<table>
<thead>
<tr>
<th></th>
<th>Preferred</th>
<th>Ajax Paving</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Did Bidder receive DBE bids? If yes, see 2</td>
<td>Yes</td>
</tr>
<tr>
<td>2</td>
<td>Did Bidder meet the project goal by documenting DBE Commitments for participation?</td>
<td>No</td>
</tr>
<tr>
<td>3</td>
<td>Did bidder document GFE? (If line 1 is yes, and line 2 is no, and bidder failed to provide adequate GFE, then the efforts are Pro Forma and not allowed)</td>
<td>Yes</td>
</tr>
</tbody>
</table>

4 | Did the Bidder negotiate in Good Faith with interested DBE's (D1) | No | Yes |

5 | Is bidder performing work that a qualified DBE provided quotes for? (D2 states that "the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts.") | Yes | No |

6 | Did the Bidder reject DBE as being unqualified without sound reasons? (E(1) states "Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received.") Preferred indicated via e-mail that they can do work at lower cost. | Yes | No |

7 | Did bidder not meeting DBE goal provide additional information requested by LCPA about their GFE? | Yes | N/A |
Lee County Port Authority's Evaluation of Good Faith Efforts  
RFB 20-34 - RSW Rehabilitation of Taxiways A, F, and G2

<table>
<thead>
<tr>
<th>Other notes from 49 CFR Part 26 Appendix A</th>
<th>Preferred Materials</th>
<th>Ajax Paving</th>
</tr>
</thead>
<tbody>
<tr>
<td>Could the Apparent successful bidder met the goal?</td>
<td>Yes</td>
<td>N/A</td>
</tr>
<tr>
<td>V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.</td>
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**SUMMARY**

After a thorough review of the Preferred Materials bid on the Lee County Port Authority's (Port Authority) Airside Pavement project at RSW, the Port Authority has deemed Preferred Materials non-responsive on the basis of not providing adequate Good Faith Efforts (GFE). While Preferred Materials provided adequate DBE outreach, a component of GFE, 49 CFR part 26 appendix A explains that adequate GFE's consist of more than just DBE outreach but includes negotiating in Good Faith with interested DBE's among other things such as assisting the DBE firm with obtaining bonding, insurance, equipment, supplies...etc. Preferred Materials received 4 quotes from DBE firms qualified to work on the project; however, Preferred Materials failed to go to the next step of GFE and negotiate with any of the DBE bidders, making their efforts merely Pro Forma. This Determination is based on guidance from 49 CFR Part 26.53 and the associated Appendix A, as well as Preferred Materials, Inc. statement to the Port Authority explaining the reasons why they chose not to include DBE participation in their bid.
PART 26—PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS

§26.53 What are the good faith efforts procedures recipients follow in situations where there are contract goals?

(a) When you have established a DBE contract goal, you must award the contract only to a bidder/offeror who makes good faith efforts to meet it. You must determine that a bidder/offeror has made good faith efforts if the bidder/offeror does either of the following things:

(1) Documents that it has obtained enough DBE participation to meet the goal; or

(2) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so. If the bidder/offeror does document adequate good faith efforts, you must not deny award of the contract on the basis that the bidder/offeror failed to meet the goal. See Appendix A of this part for guidance in determining the adequacy of a bidder/offeror's good faith efforts.

(b) In your solicitations for DOT-assisted contracts for which a contract goal has been established, you must require the following:

(1) Award of the contract will be conditioned on meeting the requirements of this section;

(2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (b)(3) of this section:

(i) The names and addresses of DBE firms that will participate in the contract;

(ii) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;

(iii) The dollar amount of the participation of each DBE firm participating;

(iv) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and

(v) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment.

(3)(i) At your discretion, the bidder/offeror must present the information required by paragraph (b)(2) of this section—
(A) Under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures; or

(B) No later than 7 days after bid opening as a matter of responsibility. The 7 days shall be reduced to 5 days beginning January 1, 2017.

(ii) Provided that, in a negotiated procurement, including a design-build procurement, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph (b)(2) of this section before the final selection for the contract is made by the recipient.

(c) You must make sure all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing yourself to the performance of the contract by the bidder/offeror.

(d) If you determine that the apparent successful bidder/offeror has failed to meet the requirements of paragraph (a) of this section, you must, before awarding the contract, provide the bidder/offeror an opportunity for administrative reconsideration.

(1) As part of this reconsideration, the bidder/offeror must have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so.

(2) Your decision on reconsideration must be made by an official who did not take part in the original determination that the bidder/offeror failed to meet the goal or make adequate good faith efforts to do so.

(3) The bidder/offeror must have the opportunity to meet in person with your reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.

(4) You must send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.

(5) The result of the reconsideration process is not administratively appealable to the Department of Transportation.

(e) In a "design-build" or "turnkey" contracting situation, in which the recipient lets a master contract to a contractor, who in turn lets subsequent subcontracts for the work of the project, a recipient may establish a goal for the project. The master contractor then establishes contract goals, as appropriate, for the subcontracts it lets. Recipients must maintain oversight of the master contractor's activities to ensure that they are conducted consistent with the requirements of this part.

(f)(1)(i) You must require that a prime contractor not terminate a DBE subcontractor listed in response to paragraph (b)(2) of this section (or an approved substitute DBE firm) without your prior written consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
(ii) You must include in each prime contract a provision stating:

(A) That the contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains your written consent as provided in this paragraph (f); and

(B) That, unless your consent is provided under this paragraph (f), the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

(2) You may provide such written consent only if you agree, for reasons stated in your concurrence document, that the prime contractor has good cause to terminate the DBE firm.

(3) For purposes of this paragraph, good cause includes the following circumstances:

(i) The listed DBE subcontractor fails or refuses to execute a written contract;

(ii) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;

(iii) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.

(iv) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

(v) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;

(vii) You have determined that the listed DBE subcontractor is not a responsible contractor;

(vi) The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;

(vii) The listed DBE is ineligible to receive DBE credit for the type of work required;

(viii) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;

(ix) Other documented good cause that you determine compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.
(4) Before transmitting to you its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to you, of its intent to request to terminate and/or substitute, and the reason for the request.

(5) The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise you and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why you should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), you may provide a response period shorter than five days.

(6) In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

(g) When a DBE subcontractor is terminated as provided in paragraph (f) of this section, or fails to complete its work on the contract for any reason, you must require the prime contractor to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal you established for the procurement. The good faith efforts shall be documented by the contractor. If the recipient requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

(h) You must include in each prime contract the contract clause required by §26.13(b) stating that failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section you deem appropriate if the prime contractor fails to comply with the requirements of this section.

(i) You must apply the requirements of this section to DBE bidders/offerors for prime contracts. In determining whether a DBE bidder/offeror for a prime contract has met a contract goal, you count the work the DBE has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

(j) You must require the contractor awarded the contract to make available upon request a copy of all DBE subcontracts. The subcontractor shall ensure that all subcontracts or an agreement with DBEs to supply labor or materials require that the subcontract and all lower tier subcontractors be performed in accordance with this part's provisions.

Appendix A to Part 26—Guidance Concerning Good Faith Efforts

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn’t meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, you have the responsibility to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made, based on the regulations and the guidance in this Appendix.

The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm’s good faith efforts is a judgment call. Determinations should not be made using quantitative formulas.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder’s good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. (1) Conducing market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State’s directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)((vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

[79 FR 59600, Oct. 2, 2014]
SECTION 8: WOMAN-OWNED, MINORITY-OWNED AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The Lee County Port Authority is dedicated to promoting the full participation of Disadvantaged Business Enterprises (DBEs), Airport Concession Disadvantaged Business Enterprises (ACDBEs), and Woman and Minority-Owned Business Enterprises (W/MBEs) in the economic activities and capital improvement projects at the Southwest Florida International Airport and Page Field airports. Therefore, any individual or firm that enters into an agreement with the Port Authority shall make every possible effort to include DBEs, ACDBEs, and/or W/MBEs in their operational plan, as appropriate. This includes, but is not limited to, subcontracting, joint ventures, management agreements, and the acquisition of services, materials and supplies. The Port Authority will establish and maintain programs to support and comply with DBE, ACDBE, and W/MBE policies and regulations as follows:

8.1 Disadvantaged Business Enterprise Policy (DBE)

U.S. Department of Transportation (USDOT) Title 49 Code of Federal Regulations (49 CFR Part 26) requires that the Port Authority administer a Disadvantaged Business Enterprise (DBE) program for all capital projects and contracts whereby the Port Authority may receive federal financial assistance from the USDOT for projects which cost in excess of $250,000.00. As a condition of receiving this grant assistance, the Port Authority submits its DBE achievements to the Federal Aviation Administration (FAA) in compliance with 49 CFR Part 26. Administrative procedures implementing the Port Authority DBE Policy shall be maintained and amended to ensure compliance with the federal DBE program for all federally funded capital projects and contracts.

8.2 Airport Concession Disadvantaged Business Enterprise Policy (ACDBE)

U.S. Department of Transportation (USDOT) Title 49 Code of Federal Regulations (49 CFR Part 23) encourages the participation of Airport Concession Disadvantaged Business Enterprises (ACDBEs) in Port Authority concession-related contracting opportunities. It is, therefore, the policy of the Port Authority that ACDBEs have the maximum opportunity to compete for and participate fairly in concession-related contracting opportunities for airport concessions. The Port Authority submits its ACDBE achievements to the Federal Aviation Administration (FAA) for approval in compliance with 49 CFR Part 23. Administrative procedures implementing the Port Authority ACDBE Policy shall be maintained and amended as necessary to ensure compliance with the federal ACDBE program for all airport concession contracts.

8.3 Woman and Minority-Owned Business Enterprise Policy (W/MBE)

Although there is no federal requirement for airports to implement additional disadvantaged business programs other than the DBE and ACDBE programs listed above, the Port Authority hereby voluntarily enacts a policy that Woman and Minority-Owned Business Enterprises (W/MBEs) will have full and fair opportunities to compete for and participate in the performance of contracts on non-federally funded Port Authority capital projects and contracts. The Port Authority will encourage all current and prospective contractors, consultants, and lessees, to assist in implementing this policy by taking the necessary measures to ensure meaningful and equitable participation by W/MBEs and to encourage the development of existing and new W/MBEs. Administrative procedures implementing the Port Authority W/MBE Policy shall be maintained and amended as necessary for all airport capital improvement contracts.
Subpart A—General

§26.1 What are the objectives of this part?

This part seeks to achieve several objectives:

(a) To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;

(b) To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;

(c) To ensure that the Department's DBE program is narrowly tailored in accordance with applicable law;

(d) To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as DBEs;

(e) To help remove barriers to the participation of DBEs in DOT-assisted contracts;

(f) To promote the use of DBEs in all types of federally-assisted contracts and procurement activities conducted by recipients.

(g) To assist the development of firms that can compete successfully in the marketplace outside the DBE program; and

(h) To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.


§26.3 To whom does this part apply?

(a) If you are a recipient of any of the following types of funds, this part applies to you:


(3) Airport funds authorized by 49 U.S.C. 47101, et seq.
§26.5 What do the terms used in this part mean?

Affiliation has the same meaning the term has in the Small Business Administration (SBA) regulations, 13 CFR part 121.

(1) Except as otherwise provided in 13 CFR part 121, concerns are affiliates of each other when, either directly or indirectly:

(i) One concern controls or has the power to control the other; or

(ii) A third party or parties controls or has the power to control both; or

(iii) An identity of interest between or among parties exists such that affiliation may be found.

(2) In determining whether affiliation exists, it is necessary to consider all appropriate factors, including common ownership, common management, and contractual relationships. Affiliates must be considered together in determining whether a concern meets small business size criteria and the statutory cap on the participation of firms in the DBE program.

Alaska Native means a citizen of the United States who is a person of one-fourth degree or more Alaskan Indian (including Tsimshian Indians not enrolled in the Metlakta Indian Community), Eskimo, or Aleut blood, or a combination of those bloodlines. The term includes, in the absence of proof of a minimum blood quantum, any citizen whom a Native village or Native group regards as an Alaska Native if their father or mother is regarded as an Alaska Native.

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.).

Assets mean all the property of a person available for paying debts or for distribution, including one's respective share of jointly held assets. This includes, but is not limited to, cash on hand and in banks, savings accounts, IRA or other retirement accounts, accounts receivable, life insurance, stocks and bonds, real estate, and personal property.

Business, business concern or business enterprise means an entity organized for profit with a place of business located in the United States, and which operates primarily within the United States or which makes a significant contribution to the United States economy through payment of taxes or use of American products, materials, or labor.

Compliance means that a recipient has correctly implemented the requirements of this part.
Contingent Liability means a liability that depends on the occurrence of a future and uncertain event. This includes, but is not limited to, guaranty for debts owed by the applicant concern, legal claims and judgments, and provisions for federal income tax.

Contract means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For purposes of this part, a lease is considered to be a contract.

Contractor means one who participates, through a contract or subcontract (at any tier), in a DOT-assisted highway, transit, or airport program.

Days mean calendar days. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next day on which the agency is open.

Department or DOT means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

Disadvantaged business enterprise or DBE means a for-profit small business concern—

(1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

DOT-assisted contract means any contract between a recipient and a contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees, except a contract solely for the purchase of land.

Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Home state means the state in which a DBE firm or applicant for DBE certification maintains its principal place of business.

Immediate family member means father, mother, husband, wife, son, daughter, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, sister-in-law, brother-in-law, and domestic partner and civil unions recognized under State law.

Indian tribe means any Indian tribe, band, nation, or other organized group or community of Indians, including any ANC, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians, or is recognized as such by the State in which the tribe, band, nation, group, or community resides. See definition of “tribally-owned concern” in this section.

Joint venture means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the
work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

*Liabilities* mean financial or pecuniary obligations. This includes, but is not limited to, accounts payable, notes payable to bank or others, installment accounts, mortgages on real estate, and unpaid taxes.

*Native Hawaiian* means any individual whose ancestors were natives, prior to 1778, of the area which now comprises the State of Hawaii.

*Native Hawaiian Organization* means any community service organization serving Native Hawaiians in the State of Hawaii which is a not-for-profit organization chartered by the State of Hawaii, is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

*Noncompliance* means that a recipient has not correctly implemented the requirements of this part.

*Operating Administration* or *OA* means any of the following parts of DOT: the Federal Aviation Administration (FAA), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA). The “Administrator” of an operating administration includes his or her designees.

*Personal net worth* means the net value of the assets of an individual remaining after total liabilities are deducted. An individual's personal net worth does not include: The individual's ownership interest in an applicant or participating DBE firm; or the individual's equity in his or her primary place of residence. An individual's personal net worth includes only his or her own share of assets held jointly or as community property with the individual's spouse.

*Primary industry classification* means the most current North American Industry Classification System (NAICS) designation which best describes the primary business of a firm. The NAICS is described in the North American Industry Classification Manual—United States, which is available on the Internet at the U.S. Census Bureau Web site: [http://www.census.gov/eos/www/naics/](http://www.census.gov/eos/www/naics/).

*Primary recipient* means a recipient which receives DOT financial assistance and passes some or all of it on to another recipient.

*Principal place of business* means the business location where the individuals who manage the firm's day-to-day operations spend most working hours. If the offices from which management is directed and where the business records are kept are in different locations, the recipient will determine the principal place of business.

*Program* means any undertaking on a recipient's part to use DOT financial assistance, authorized by the laws to which this part applies.

*Race-conscious* measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

*Race-neutral* measure or program is one that is, or can be, used to assist all small businesses. For the purposes of this part, *race-neutral* includes gender-neutrality.

*Recipient* is any entity, public or private, to which DOT financial assistance is extended, whether directly or through another recipient, through the programs of the FAA, FHWA, or FTA, or who has applied for such assistance.

*Secretary* means the Secretary of Transportation or his/her designee.
Set-aside means a contracting practice restricting eligibility for the competitive award of a contract solely to DBE firms.

Small Business Administration or SBA means the United States Small Business Administration.

SBA certified firm refers to firms that have a current, valid certification from or recognized by the SBA under the 8(a) BD or SDB programs.

Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).

Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a members of groups and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.

1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.

2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;

(ii) “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) “Native Americans,” which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) Women;

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

3) Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

Spouse means a married person, including a person in a domestic partnership or a civil union recognized under State law.
Transit vehicle manufacturer means any manufacturer whose primary business purpose is to manufacture vehicles specifically built for public mass transportation. Such vehicles include, but are not limited to: Buses, rail cars, trolleys, ferries, and vehicles manufactured specifically for paratransit purposes. Producers of vehicles that receive post-production alterations or retrofitting to be used for public transportation purposes (e.g., so-called cutaway vehicles, vans customized for service to people with disabilities) are also considered transit vehicle manufacturers. Businesses that manufacture, mass-produce, or distribute vehicles solely for personal use and for sale “off the lot” are not considered transit vehicle manufacturers.

Tribally-owned concern means any concern at least 51 percent owned by an Indian tribe as defined in this section.

You refers to a recipient, unless a statement in the text of this part or the context requires otherwise (i.e., ‘You must do XYZ’ means that recipients must do XYZ).

§26.7 What discriminatory actions are forbidden?

(a) You must never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by this part on the basis of race, color, sex, or national origin.

(b) In administering your DBE program, you must not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the program with respect to individuals of a particular race, color, sex, or national origin.

§26.9 How does the Department issue guidance and interpretations under this part?

(a) Only guidance and interpretations (including interpretations set forth in certification appeal decisions) consistent with this part 26 and issued after March 4, 1999 express the official positions and views of the Department of Transportation or any of its operating administrations.

(b) The Secretary of Transportation, Office of the Secretary of Transportation, FHWA, FTA, and FAA may issue written interpretations of or written guidance concerning this part. Written interpretations and guidance are valid, and express the official positions and views of the Department of Transportation or any of its operating administrations, only if they are issued over the signature of the Secretary of Transportation or if they contain the following statement:

The General Counsel of the Department of Transportation has reviewed this document and approved it as consistent with the language and intent of 49 CFR part 26.

[72 FR 15617, Apr. 2, 2007]

§26.11 What records do recipients keep and report?

(a) You must transmit the Uniform Report of DBE Awards or Commitments and Payments, found in Appendix B to this part, at the intervals stated on the form.

(b) You must continue to provide data about your DBE program to the Department as directed by DOT operating administrations.

(c) You must create and maintain a bidders list.
(1) The purpose of this list is to provide you as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on your Federally-assisted contracts for use in helping you set your overall goals.

(2) You must obtain the following information about DBE and non-DBE contractors and subcontractors who seek to work on your Federally-assisted contracts:

(i) Firm name;

(ii) Firm address;

(iii) Firm's status as a DBE or non-DBE;

(iv) Age of the firm; and

(v) The annual gross receipts of the firm. You may obtain this information by asking each firm to indicate into what gross receipts bracket they fit (e.g., less than $500,000; $500,000-$1 million; $1-2 million; $2-5 million; etc.) rather than requesting an exact figure from the firm.

(3) You may acquire the information for your bidders list in a variety of ways. For example, you can collect the data from all bidders, before or after the bid due date. You can conduct a survey that will result in statistically sound estimate of the universe of DBE and non-DBE contractors and subcontractors who seek to work on your Federally-assisted contracts. You may combine different data collection approaches (e.g., collect name and address information from all bidders, while conducting a survey with respect to age and gross receipts information).

(d) You must maintain records documenting a firm's compliance with the requirements of this part. At a minimum, you must keep a complete application package for each certified firm and all affidavits of no-change, change notices, and on-site reviews. These records must be retained in accordance with applicable record retention requirements for the recipient's financial assistance agreement. Other certification or compliance related records must be retained for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the recipient's financial assistance agreement, whichever is longer.

(e) The State department of transportation in each UCP established pursuant to §26.81 of this part must report to the Department of Transportation's Office of Civil Rights, by January 1, 2015, and each year thereafter, the percentage and location in the State of certified DBE firms in the UCP Directory controlled by the following:

1. Women;
2. Socially and economically disadvantaged individuals (other than women); and
3. Individuals who are women and are otherwise socially and economically disadvantaged individuals.

§26.13 What assurances must recipients and contractors make?

(a) Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements 49 CFR part 26. The
recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

(b) Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages and/or

(4) Disqualifying the contractor from future bidding as non-responsible.


§26.15 How can recipients apply for exemptions or waivers?

(a) You can apply for an exemption from any provision of this part. To apply, you must request the exemption in writing from the Office of the Secretary of Transportation, FHWA, FTA, or FAA. The Secretary will grant the request only if it documents special or exceptional circumstances, not likely to be generally applicable, and not contemplated in connection with the rulemaking that established this part, that make your compliance with a specific provision of this part impractical. You must agree to take any steps that the Department specifies to comply with the intent of the provision from which an exemption is granted. The Secretary will issue a written response to all exemption requests.

(b) You can apply for a waiver of any provision of Subpart B or C of this part including, but not limited to, any provisions regarding administrative requirements, overall goals, contract goals or good faith efforts. Program waivers are for the purpose of authorizing you to operate a DBE program that achieves the objectives of this part by means that may differ from one or more of the requirements of Subpart B or C of this part. To receive a program waiver, you must follow these procedures:

(1) You must apply through the concerned operating administration. The application must include a specific program proposal and address how you will meet the criteria of paragraph (b)(2) of this section. Before submitting your application, you must have had public participation in developing your proposal, including consultation with the DBE community and at least one public hearing. Your application must include a summary of the public participation process and the information gathered through it.

(2) Your application must show that—
(i) There is a reasonable basis to conclude that you could achieve a level of DBE participation consistent with the objectives of this part using different or innovative means other than those that are provided in subpart B or C of this part;

(ii) Conditions in your jurisdiction are appropriate for implementing the proposal;

(iii) Your proposal would prevent discrimination against any individual or group in access to contracting opportunities or other benefits of the program; and

(iv) Your proposal is consistent with applicable law and program requirements of the concerned operating administration's financial assistance program.

(3) The Secretary has the authority to approve your application. If the Secretary grants your application, you may administer your DBE program as provided in your proposal, subject to the following conditions:

(i) DBE eligibility is determined as provided in subparts D and E of this part, and DBE participation is counted as provided in §26.49;

(ii) Your level of DBE participation continues to be consistent with the objectives of this part;

(iii) There is a reasonable limitation on the duration of your modified program; and

(iv) Any other conditions the Secretary makes on the grant of the waiver.

(4) The Secretary may end a program waiver at any time and require you to comply with this part's provisions. The Secretary may also extend the waiver, if he or she determines that all requirements of paragraphs (b)(2) and (3) of this section continue to be met. Any such extension shall be for no longer than period originally set for the duration of the program.

Subpart B—Administrative Requirements for DBE Programs for Federally-Assisted Contracting

§26.21 Who must have a DBE program?

(a) If you are in one of these categories and let DOT-assisted contracts, you must have a DBE program meeting the requirements of this part:

(1) All FHWA primary recipients receiving funds authorized by a statute to which this part applies;

(2) FTA recipients receiving planning, capital and/or operating assistance who will award prime contracts (excluding transit vehicle purchases) the cumulative total value of which exceeds $250,000 in FTA funds in a Federal fiscal year;

(3) FAA recipients receiving grants for airport planning or development who will award prime contracts the cumulative total value of which exceeds $250,000 in FAA funds in a Federal fiscal year.

(b)(1) You must submit a DBE program conforming to this part by August 31, 1999 to the concerned operating administration (OA). Once the OA has approved your program, the approval counts for all of your DOT-assisted programs (except that goals are reviewed by the particular operating administration that provides funding for your DOT-assisted contracts).
(2) You do not have to submit regular updates of your DBE programs, as long as you remain in compliance. However, you must submit significant changes in the program for approval.

(c) You are not eligible to receive DOT financial assistance unless DOT has approved your DBE program and you are in compliance with it and this part. You must continue to carry out your program until all funds from DOT financial assistance have been expended.


§26.23 What is the requirement for a policy statement?

You must issue a signed and dated policy statement that expresses your commitment to your DBE program, states its objectives, and outlines responsibilities for its implementation. You must circulate the statement throughout your organization and to the DBE and non-DBE business communities that perform work on your DOT-assisted contracts.

§26.25 What is the requirement for a liaison officer?

You must have a DBE liaison officer, who shall have direct, independent access to your Chief Executive Officer concerning DBE program matters. The liaison officer shall be responsible for implementing all aspects of your DBE program. You must also have adequate staff to administer the program in compliance with this part.

§26.27 What efforts must recipients make concerning DBE financial institutions?

You must thoroughly investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in your community and make reasonable efforts to use these institutions. You must also encourage prime contractors to use such institutions.

§26.29 What prompt payment mechanisms must recipients have?

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.
(c) For purposes of this section, a subcontractor’s work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

[68 FR 35553, June 16, 2003]

§26.31 What information must you include in your DBE directory?

(a) In the directory required under §26.81(g) of this Part, you must list all firms eligible to participate as DBEs in your program. In the listing for each firm, you must include its address, phone number, and the types of work the firm has been certified to perform as a DBE.

(b) You must list each type of work for which a firm is eligible to be certified by using the most specific NAICS code available to describe each type of work. You must make any changes to your current directory entries necessary to meet the requirement of this paragraph (a) by August 26, 2011.

[76 FR 5096, Jan. 28, 2011]

§26.33 What steps must a recipient take to address overconcentration of DBEs in certain types of work?

(a) If you determine that DBE firms are so overconcentrated in a certain type of work as to unduly burden the opportunity of non-DBE firms to participate in this type of work, you must devise appropriate measures to address this overconcentration.

(b) These measures may include the use of incentives, technical assistance, business development programs, mentor-protégé programs, and other appropriate measures designed to assist DBEs in performing work outside of the specific field in which you have determined that non-DBEs are unduly burdened. You may also consider varying your use of contract goals, to the extent consistent with §26.51, to ensure that non-DBEs are not unfairly prevented from competing for subcontracts.
(c) You must obtain the approval of the concerned DOT operating administration for your determination of overconcentration and the measures you devise to address it. Once approved, the measures become part of your DBE program.

§26.35 What role do business development and mentor-protégé programs have in the DBE program?

(a) You may or, if an operating administration directs you to, you must establish a DBE business development program (BDP) to assist firms in gaining the ability to compete successfully in the marketplace outside the DBE program. You may require a DBE firm, as a condition of receiving assistance through the BDP, to agree to terminate its participation in the DBE program after a certain time has passed or certain objectives have been reached. See Appendix C of this part for guidance on administering BDP programs.

(b) As part of a BDP or separately, you may establish a “mentor-protégé” program, in which another DBE or non-DBE firm is the principal source of business development assistance to a DBE firm.

(1) Only firms you have certified as DBEs before they are proposed for participation in a mentor-protégé program are eligible to participate in the mentor-protégé program.

(2) During the course of the mentor-protégé relationship, you must:

(i) Not award DBE credit to a non-DBE mentor firm for using its own protégé firm for more than one half of its goal on any contract let by the recipient; and

(ii) Not award DBE credit to a non-DBE mentor firm for using its own protégé firm for more than every other contract performed by the protégé firm.

(3) For purposes of making determinations of business size under this part, you must not treat protégé firms as affiliates of mentor firms, when both firms are participating under an approved mentor-protégé program. See Appendix D of this part for guidance concerning the operation of mentor-protégé programs.

(c) Your BDPs and mentor-protégé programs must be approved by the concerned operating administration before you implement them. Once approved, they become part of your DBE program.

§26.37 What are a recipient's responsibilities for monitoring the performance of other program participants?

(a) You must implement appropriate mechanisms to ensure compliance with the part's requirements by all program participants (e.g., applying legal and contract remedies available under Federal, state and local law). You must set forth these mechanisms in your DBE program.

(b) Your DBE program must also include a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed. This mechanism must include a written certification that you have reviewed contracting records and monitored work sites in your state for this purpose. The monitoring to which this paragraph refers may be conducted in conjunction with monitoring of contract performance for other purposes (e.g., close-out reviews for a contract).

(c) This mechanism must provide for a running tally of actual DBE attainments (e.g., payments actually made to DBE firms), including a means of comparing these attainments to commitments. In
your reports of DBE participation to the Department, you must display both commitments and attainments.


§26.39 Fostering small business participation.

(a) Your DBE program must include an element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

(b) This element must be submitted to the appropriate DOT operating administration for approval as a part of your DBE program by February 28, 2012. As part of this program element you may include, but are not limited to, the following strategies:

(1) Establishing a race-neutral small business set-aside for prime contracts under a stated amount (e.g., $1 million).

(2) In multi-year design-build contracts or other large contracts (e.g., for “megaprojects”) requiring bidders on the prime contract to specify elements of the contract or specific subcontracts that are of a size that small businesses, including DBEs, can reasonably perform.

(3) On prime contracts not having DBE contract goals, requiring the prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.

(4) Identifying alternative acquisition strategies and structuring procurements to facilitate the ability of consortia or joint ventures consisting of small businesses, including DBEs, to compete for and perform prime contracts.

(5) To meet the portion of your overall goal you project to meet through race-neutral measures, ensuring that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.

(c) You must actively implement your program elements to foster small business participation. Doing so is a requirement of good faith implementation of your DBE program.

[76 FR 5097, Jan. 28, 2011]

Subpart C—Goals, Good Faith Efforts, and Counting

§26.41 What is the role of the statutory 10 percent goal in this program?

(a) The statutes authorizing this program provide that, except to the extent the Secretary determines otherwise, not less than 10 percent of the authorized funds are to be expended with DBEs.

(b) This 10 percent goal is an aspirational goal at the national level, which the Department uses as a tool in evaluating and monitoring DBEs’ opportunities to participate in DOT-assisted contracts.

(c) The national 10 percent goal does not authorize or require recipients to set overall or contract goals at the 10 percent level, or any other particular level, or to take any special administrative steps if their goals are above or below 10 percent.
§26.43 Can recipients use set-asides or quotas as part of this program?

(a) You are not permitted to use quotas for DBEs on DOT-assisted contracts subject to this part.

(b) You may not set-aside contracts for DBEs on DOT-assisted contracts subject to this part, except that, in limited and extreme circumstances, you may use set-asides when no other method could be reasonably expected to redress egregious instances of discrimination.

§26.45 How do recipients set overall goals?

(a)(1) Except as provided in paragraph (a)(2) of this section, you must set an overall goal for DBE participation in your DOT-assisted contracts.

(2) If you are a FTA or FAA recipient who reasonably anticipates awarding (excluding transit vehicle purchases) $250,000 or less in FTA or FAA funds in prime contracts in a Federal fiscal year, you are not required to develop overall goals for FTA or FAA respectively for that fiscal year. However, if you have an existing DBE program, it must remain in effect and you must seek to fulfill the objectives outlined in §26.1.

(b) Your overall goal must be based on demonstrable evidence of the availability of ready, willing and able DBEs relative to all businesses ready, willing and able to participate on your DOT-assisted contracts (hereafter, the “relative availability of DBEs”). The goal must reflect your determination of the level of DBE participation you would expect absent the effects of discrimination. You cannot simply rely on either the 10 percent national goal, your previous overall goal or past DBE participation rates in your program without reference to the relative availability of DBEs in your market.

(c) Step 1. You must begin your goal setting process by determining a base figure for the relative availability of DBEs. The following are examples of approaches that you may take toward determining a base figure. These examples are provided as a starting point for your goal setting process. Any percentage figure derived from one of these examples should be considered a basis from which you begin when examining all evidence available in your jurisdiction. These examples are not intended as an exhaustive list. Other methods or combinations of methods to determine a base figure may be used, subject to approval by the concerned operating administration.

(1) Use DBE Directories and Census Bureau Data. Determine the number of ready, willing and able DBEs in your market from your DBE directory. Using the Census Bureau’s County Business Pattern (CBP) data base, determine the number of all ready, willing and able businesses available in your market that perform work in the same NAICS codes. (Information about the CBP data base may be obtained from the Census Bureau at their web site, www.census.gov/epcd/cbp/view/cbpview.html.) Divide the number of DBEs by the number of all businesses to derive a base figure for the relative availability of DBEs in your market.

(2) Use a bidders list. Determine the number of DBEs that have bid or quoted (successful and unsuccessful) on your DOT-assisted prime contracts or subcontracts in the past three years. Determine the number of all businesses that have bid or quoted (successful and unsuccessful) on prime or subcontracts in the same time period. Divide the number of DBE bidders and quoters by the number of all businesses to derive a base figure for the relative availability of DBEs in your market. When using this approach, you must establish a mechanism (documented in your goal submission) to directly capture data on DBE and non-DBE prime and subcontractors that submitted bids or quotes on your DOT-assisted contracts.

(3) Use data from a disparity study. Use a percentage figure derived from data in a valid, applicable disparity study.
(4) Use the goal of another DOT recipient. If another DOT recipient in the same, or substantially similar, market has set an overall goal in compliance with this rule, you may use that goal as a base figure for your goal.

(5) Alternative methods. Except as otherwise provided in this paragraph, you may use other methods to determine a base figure for your overall goal. Any methodology you choose must be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in your market. The exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of paragraph (c)(2) of this section, is not an acceptable alternative means of determining the availability of DBEs.

(d) Step 2. Once you have calculated a base figure, you must examine all of the evidence available in your jurisdiction to determine what adjustment, if any, is needed to the base figure to arrive at your overall goal. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

(1) There are many types of evidence that must be considered when adjusting the base figure. These include:

(i) The current capacity of DBEs to perform work in your DOT-assisted contracting program, as measured by the volume of work DBEs have performed in recent years;

(ii) Evidence from disparity studies conducted anywhere within your jurisdiction, to the extent it is not already accounted for in your base figure; and

(iii) If your base figure is the goal of another recipient, you must adjust it for differences in your local market and your contracting program.

(2) If available, you must consider evidence from related fields that affect the opportunities for DBEs to form, grow and compete. These include, but are not limited to:

(i) Statistical disparities in the ability of DBEs to get the financing, bonding and insurance required to participate in your program;

(ii) Data on employment, self-employment, education, training and union apprenticeship programs, to the extent you can relate it to the opportunities for DBEs to perform in your program.

(3) If you attempt to make an adjustment to your base figure to account for the continuing effects of past discrimination (often called the “but for” factor) or the effects of an ongoing DBE program, the adjustment must be based on demonstrable evidence that is logically and directly related to the effect for which the adjustment is sought.

(e) Once you have determined a percentage figure in accordance with paragraphs (c) and (d) of this section, you should express your overall goal as follows:

(1) If you are an FHWA recipient, as a percentage of all Federal-aid highway funds you will expend in FHWA-assisted contracts in the forthcoming three fiscal years.

(2) If you are an FTA or FAA recipient, as a percentage of all FT or FAA funds (exclusive of FTA funds to be used for the purchase of transit vehicles) that you will expend in FTA or FAA-assisted contracts in the three forthcoming fiscal years.

(3) In appropriate cases, the FHWA, FTA or FAA Administrator may permit or require you to express your overall goal as a percentage of funds for a particular grant or project or group of grants.
and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration.

(i) A project goal is an overall goal, and must meet all the substantive and procedural requirements of this section pertaining to overall goals.

(ii) A project goal covers the entire length of the project to which it applies.

(iii) The project goal should include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal.

(iv) The funds for the project to which the project goal pertains are separated from the base from which your regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

(f)(1)(i) If you set your overall goal on a fiscal year basis, you must submit it to the applicable DOT operating administration by August 1 at three-year intervals, based on a schedule established by the FHWA, FTA, or FAA, as applicable, and posted on that agency's Web site.

(ii) You may adjust your three-year overall goal during the three-year period to which it applies, in order to reflect changed circumstances. You must submit such an adjustment to the concerned operating administration for review and approval.

(iii) The operating administration may direct you to undertake a review of your goal if necessary to ensure that the goal continues to fit your circumstances appropriately.

(iv) While you are required to submit an overall goal to FHWA, FTA, or FAA only every three years, the overall goal and the provisions of Sec. 26.47(c) apply to each year during that three-year period.

(v) You may make, for informational purposes, projections of your expected DBE achievements during each of the three years covered by your overall goal. However, it is the overall goal itself, and not these informational projections, to which the provisions of section 26.47(c) of this part apply.

(2) If you are a recipient and set your overall goal on a project or grant basis as provided in paragraph (e)(3) of this section, you must submit the goal for review at a time determined by the FHWA, FTA or FAA Administrator, as applicable.

(3) You must include with your overall goal submission a description of the methodology you used to establish the goal, including your base figure and the evidence with which it was calculated, and the adjustments you made to the base figure and the evidence you relied on for the adjustments. You should also include a summary listing of the relevant available evidence in your jurisdiction and, where applicable, an explanation of why you did not use that evidence to adjust your base figure. You must also include your projection of the portions of the overall goal you expect to meet through race-neutral and race-conscious measures, respectively (see 26.51(c)).

(4) You are not required to obtain prior operating administration concurrence with your overall goal. However, if the operating administration's review suggests that your overall goal has not been correctly calculated or that your method for calculating goals is inadequate, the operating administration may, after consulting with you, adjust your overall goal or require that you do so. The adjusted overall goal is binding on you. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the operating administration will be guided by goal setting principles and best practices identified by the Department in guidance issued pursuant to §26.9.
(5) If you need additional time to collect data or take other steps to develop an approach to setting overall goals, you may request the approval of the concerned operating administration for an interim goal and/or goal-setting mechanism. Such a mechanism must:

(i) Reflect the relative availability of DBEs in your local market to the maximum extent feasible given the data available to you; and

(ii) Avoid imposing undue burdens on non-DBEs.

(6) Timely submission and operating administration approval of your overall goal is a condition of eligibility for DOT financial assistance.

(7) If you fail to establish and implement goals as provided in this section, you are not in compliance with this part. If you establish and implement goals in a way different from that provided in this part, you are not in compliance with this part. If you fail to comply with this requirement, you are not eligible to receive DOT financial assistance.

(g)(1) In establishing an overall goal, you must provide for consultation and publication. This includes:

(i) Consultation with minority, women's and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and your efforts to establish a level playing field for the participation of DBEs. The consultation must include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and it must occur before you are required to submit your methodology to the operating administration for review pursuant to paragraph (f) of this section. You must document in your goal submission the consultation process you engaged in. Notwithstanding paragraph (f)(4) of this section, you may not implement your proposed goal until you have complied with this requirement.

(ii) A published notice announcing your proposed overall goal before submission to the operating administration on August 1st. The notice must be posted on your official Internet Web site and may be posted in any other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by the operating administration, the revised goal must be posted on your official Internet Web site.

(2) At your discretion, you may inform the public that the proposed overall goal and its rationale are available for inspection during normal business hours at your principal office and for a 30-day comment period. Notice of the comment period must include addresses to which comments may be sent. The public comment period will not extend the August 1st deadline set in paragraph (f) of this section.

(h) Your overall goals must provide for participation by all certified DBEs and must not be subdivided into group-specific goals.

§26.47 Can recipients be penalized for failing to meet overall goals?

(a) You cannot be penalized, or treated by the Department as being in noncompliance with this rule, because your DBE participation falls short of your overall goal, unless you have failed to administer your program in good faith.
(b) If you do not have an approved DBE program or overall goal, or if you fail to implement your program in good faith, you are in noncompliance with this part.

(c) If the awards and commitments shown on your Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, you must do the following in order to be regarded by the Department as implementing your DBE program in good faith:

(1) Analyze in detail the reasons for the difference between the overall goal and your awards and commitments in that fiscal year;

(2) Establish specific steps and milestones to correct the problems you have identified in your analysis and to enable you to meet fully your goal for the new fiscal year;

(3)(i) If you are a state highway agency; one of the 50 largest transit authorities as determined by the FTA; or an Operational Evolution Partnership Plan airport or other airport designated by the FAA, you must submit, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraphs (c)(1) and (2) of this section to the appropriate operating administration for approval. If the operating administration approves the report, you will be regarded as complying with the requirements of this section for the remainder of the fiscal year.

(ii) As a transit authority or airport not meeting the criteria of paragraph (c)(3)(i) of this section, you must retain analysis and corrective actions in your records for three years and make it available to FTA or FAA on request for their review.

(4) FHWA, FTA, or FAA may impose conditions on the recipient as part of its approval of the recipient's analysis and corrective actions including, but not limited to, modifications to your overall goal methodology, changes in your race-conscious/race-neutral split, or the introduction of additional race-neutral or race-conscious measures.

(5) You may be regarded as being in noncompliance with this Part, and therefore subject to the remedies in §26.103 or §26.105 of this part and other applicable regulations, for failing to implement your DBE program in good faith if any of the following things occur:

(i) You do not submit your analysis and corrective actions to FHWA, FTA, or FAA in a timely manner as required under paragraph (c)(3) of this section;

(ii) FHWA, FTA, or FAA disapproves your analysis or corrective actions; or

(iii) You do not fully implement the corrective actions to which you have committed or conditions that FHWA, FTA, or FAA has imposed following review of your analysis and corrective actions.

(d) If, as recipient, your Uniform Report of DBE Awards or Commitments and Payments or other information coming to the attention of FTA, FHWA, or FAA, demonstrates that current trends make it unlikely that you will achieve DBE awards and commitments that would be necessary to allow you to meet your overall goal at the end of the fiscal year, FHWA, FTA, or FAA, as applicable, may require you to make further good faith efforts, such as by modifying your race-conscious/race-neutral split or introducing additional race-neutral or race-conscious measures for the remainder of the fiscal year.


§26.49 How are overall goals established for transit vehicle manufacturers?
(a) If you are an FTA recipient, you must require in your DBE program that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, certify that it has complied with the requirements of this section. You do not include FTA assistance used in transit vehicle procurements in the base amount from which your overall goal is calculated.

(1) Only those transit vehicle manufacturers listed on FTA’s certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved, at the time of solicitation are eligible to bid.

(2) A TVM’s failure to implement the DBE Program in the manner as prescribed in this section and throughout 49 CFR part 26 will be deemed as non-compliance, which will result in removal from FTA’s certified TVMs list, resulting in that manufacturer becoming ineligible to bid.

(3) FTA recipient’s failure to comply with the requirements set forth in paragraph (a) of this section may result in formal enforcement action or appropriate sanction as determined by FTA (e.g., FTA declining to participate in the vehicle procurement).

(4) FTA recipients are required to submit within 30 days of making an award, the name of the successful bidder, and the total dollar value of the contract in the manner prescribed in the grant agreement.

(b) If you are a transit vehicle manufacturer, you must establish and submit for FTA’s approval an annual overall percentage goal.

(1) In setting your overall goal, you should be guided, to the extent applicable, by the principles underlying §26.45. The base from which you calculate this goal is the amount of FTA financial assistance included in transit vehicle contracts you will bid on during the fiscal year in question, less the portion(s) attributable to the manufacturing process performed entirely by the transit vehicle manufacturer’s own forces.

(i) You must consider and include in your base figure all domestic contracting opportunities made available to non-DBE firms; and

(ii) You must exclude from this base figure funds attributable to work performed outside the United States and its territories, possessions, and commonwealths.

(iii) In establishing an overall goal, the transit vehicle manufacturer must provide for public participation. This includes consultation with interested parties consistent with §26.45(g).

(2) The requirements of this part with respect to submission and approval of overall goals apply to you as they do to recipients.

(c) Transit vehicle manufacturers awarded must comply with the reporting requirements of §26.11 of this part including the requirement to submit the Uniform Report of Awards or Commitments and Payments, in order to remain eligible to bid on FTA assisted transit vehicle procurements.

(d) Transit vehicle manufacturers must implement all other applicable requirements of this part, except those relating to UCPs and DBE certification procedures.

(e) If you are an FHWA or FAA recipient, you may, with FHWA or FAA approval, use the procedures of this section with respect to procurements of vehicles or specialized equipment. If you choose to do so, then the manufacturers of this equipment must meet the same requirements.
(including goal approval by FHWA or FAA) as transit vehicle manufacturers must meet in FTA-assisted procurements.

(f) As a recipient you may, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the procedures of this section.

[79 FR 59594, Oct. 2, 2014]

§26.51 What means do recipients use to meet overall goals?

(a) You must meet the maximum feasible portion of your overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

(b) Race-neutral means include, but are not limited to, the following:

(1) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39 of this part.

(2) Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);

(3) Providing technical assistance and other services;

(4) Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);

(5) Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;

(6) Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;

(7) Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;

(8) Ensuring distribution of your DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and

(9) Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

(c) Each time you submit your overall goal for review by the concerned operating administration, you must also submit your projection of the portion of the goal that you expect to
meet through race-neutral means and your basis for that projection. This projection is subject to 
approval by the concerned operating administration, in conjunction with its review of your overall 
goal.

(d) You must establish contract goals to meet any portion of your overall goal you do not project 
being able to meet using race-neutral means.

(e) The following provisions apply to the use of contract goals:

(1) You may use contract goals only on those DOT-assisted contracts that have subcontracting 
possibilities.

(2) You are not required to set a contract goal on every DOT-assisted contract. You are not 
required to set each contract goal at the same percentage level as the overall goal. The goal for a 
specific contract may be higher or lower than that percentage level of the overall goal, depending on 
such factors as the type of work involved, the location of the work, and the availability of DBEs for 
the work of the particular contract. However, over the period covered by your overall goal, you must 
set contract goals so that they will cumulatively result in meeting any portion of your overall goal you 
do not project being able to meet through the use of race-neutral means.

(3) Operating administration approval of each contract goal is not necessarily required. 
However, operating administrations may review and approve or disapprove any contract goal you 
establish.

(4) Your contract goals must provide for participation by all certified DBEs and must not be 
subdivided into group-specific goals.

(f) To ensure that your DBE program continues to be narrowly tailored to overcome the effects 
of discrimination, you must adjust your use of contract goals as follows:

(1) If your approved projection under paragraph (c) of this section estimates that you can meet 
your entire overall goal for a given year through race-neutral means, you must implement your 
program without setting contract goals during that year, unless it becomes necessary in order meet 
your overall goal.

Example to paragraph (f)(1): Your overall goal for Year 1 is 12 percent. You estimate that you can obtain 12 
percent or more DBE participation through the use of race-neutral measures, without any use of contract goals. In 
this case, you do not set any contract goals for the contracts that will be performed in Year 1. However, if part way 
through Year 1, your DBE awards or commitments are not at a level that would permit you to achieve your overall 
goal for Year 1, you could begin setting race-conscious DBE contract goals during the remainder of the year as part 
of your obligation to implement your program in good faith.

(2) If, during the course of any year in which you are using contract goals, you determine that 
you will exceed your overall goal, you must reduce or eliminate the use of contract goals to the 
extent necessary to ensure that the use of contract goals does not result in exceeding the overall 
goal. If you determine that you will fall short of your overall goal, then you must make appropriate 
modifications in your use of race-neutral and/or race-conscious measures to allow you to meet the 
overall goal.

Example to paragraph (f)(2): In Year II, your overall goal is 12 percent. You have estimated that you can obtain 5 
percent DBE participation through use of race-neutral measures. You therefore plan to obtain the remaining 7 
percent participation through use of DBE goals. By September, you have already obtained 11 percent DBE 
participation for the year. For contracts let during the remainder of the year, you use contract goals only to the extent 
necessary to obtain an additional one percent DBE participation. However, if you determine in September that your 
participation for the year is likely to be only 8 percent total, then you would increase your use of race-neutral and/or 
race-conscious means during the remainder of the year in order to achieve your overall goal.
(3) If the DBE participation you have obtained by race-neutral means alone meets or exceeds your overall goals for two consecutive years, you are not required to make a projection of the amount of your goal you can meet using such means in the next year. You do not set contract goals on any contracts in the next year. You continue using only race-neutral means to meet your overall goals unless and until you do not meet your overall goal for a year.

Example to paragraph (f)(3): Your overall goal for Years I and Year II is 10 percent. The DBE participation you obtain through race-neutral measures alone is 10 percent or more in each year. (For this purpose, it does not matter whether you obtained additional DBE participation through using contract goals in these years.) In Year III and following years, you do not need to make a projection under paragraph (c) of this section of the portion of your overall goal you expect to meet using race-neutral means. You simply use race-neutral means to achieve your overall goals. However, if in Year VI your DBE participation falls short of your overall goal, then you must make a paragraph (c) projection for Year VII and, if necessary, resume use of contract goals in that year.

(4) If you obtain DBE participation that exceeds your overall goal in two consecutive years through the use of contract goals (i.e., not through the use of race-neutral means alone), you must reduce your use of contract goals proportionately in the following year.

Example to paragraph (f)(4): In Years I and II, your overall goal is 12 percent, and you obtain 14 and 16 percent DBE participation, respectively. You have exceeded your goals over the two-year period by an average of 25 percent. In Year III, your overall goal is again 12 percent, and your paragraph (c) projection estimates that you will obtain 4 percent DBE participation through race-neutral means and 8 percent through contract goals. You then reduce the contract goal projection by 25 percent (i.e., from 8 to 6 percent) and set contract goals accordingly during the year. If in Year III you obtain 11 percent participation, you do not use this contract goal adjustment mechanism for Year IV, because there have not been two consecutive years of exceeding overall goals.

(g) In any year in which you project meeting part of your goal through race-neutral means and the remainder through contract goals, you must maintain data separately on DBE achievements in those contracts with and without contract goals, respectively. You must report this data to the concerned operating administration as provided in §26.11.


§26.53 What are the good faith efforts procedures recipients follow in situations where there are contract goals?

(a) When you have established a DBE contract goal, you must award the contract only to a bidder/offeror who makes good faith efforts to meet it. You must determine that a bidder/offeror has made good faith efforts if the bidder/offeror does either of the following things:

1. Documents that it has obtained enough DBE participation to meet the goal; or

2. Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so. If the bidder/offeror does document adequate good faith efforts, you must not deny award of the contract on the basis that the bidder/offeror failed to meet the goal. See Appendix A of this part for guidance in determining the adequacy of a bidder/offeror’s good faith efforts.

(b) In your solicitations for DOT-assisted contracts for which a contract goal has been established, you must require the following:

1. Award of the contract will be conditioned on meeting the requirements of this section;

2. All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (b)(3) of this section:

   i. The names and addresses of DBE firms that will participate in the contract;
(ii) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;

(iii) The dollar amount of the participation of each DBE firm participating;

(iv) Written documentation of the bidder/offeror’s commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and

(v) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor’s commitment.

(vi) If the contract goal is not met, evidence of good faith efforts (see Appendix A of this part). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and

(3)(i) At your discretion, the bidder/offeror must present the information required by paragraph (b)(2) of this section—

(A) Under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures; or

(B) No later than 7 days after bid opening as a matter of responsibility. The 7 days shall be reduced to 5 days beginning January 1, 2017.

(ii) Provided that, in a negotiated procurement, including a design-build procurement, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph (b)(2) of this section before the final selection for the contract is made by the recipient.

(c) You must make sure all information is complete and accurate and adequately documents the bidder/offeror’s good faith efforts before committing yourself to the performance of the contract by the bidder/offeror.

(d) If you determine that the apparent successful bidder/offeror has failed to meet the requirements of paragraph (a) of this section, you must, before awarding the contract, provide the bidder/offeror an opportunity for administrative reconsideration.

(1) As part of this reconsideration, the bidder/offeror must have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so.

(2) Your decision on reconsideration must be made by an official who did not take part in the original determination that the bidder/offeror failed to meet the goal or make adequate good faith efforts to do so.

(3) The bidder/offeror must have the opportunity to meet in person with your reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.

(4) You must send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.

(5) The result of the reconsideration process is not administratively appealable to the Department of Transportation.
(e) In a “design-build” or “turnkey” contracting situation, in which the recipient lets a master contract to a contractor, who in turn lets subsequent subcontracts for the work of the project, a recipient may establish a goal for the project. The master contractor then establishes contract goals, as appropriate, for the subcontracts it lets. Recipients must maintain oversight of the master contractor's activities to ensure that they are conducted consistent with the requirements of this part.

(f)(1)(i) You must require that a prime contractor not terminate a DBE subcontractor listed in response to paragraph (b)(2) of this section (or an approved substitute DBE firm) without your prior written consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

(ii) You must include in each prime contract a provision stating:

(A) That the contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains your written consent as provided in this paragraph (f); and

(B) That, unless your consent is provided under this paragraph (f), the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

(2) You may provide such written consent only if you agree, for reasons stated in your concurrence document, that the prime contractor has good cause to terminate the DBE firm.

(3) For purposes of this paragraph, good cause includes the following circumstances:

(i) The listed DBE subcontractor fails or refuses to execute a written contract;

(ii) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;

(iii) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.

(iv) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

(v) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to CFR Parts 180, 215 and 1,200 or applicable state law;

(vii) You have determined that the listed DBE subcontractor is not a responsible contractor;

(vi) The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;

(vii) The listed DBE is ineligible to receive DBE credit for the type of work required;

(viii) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;

(ix) Other documented good cause that you determine compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a
DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

(4) Before transmitting to you its request to terminate and/or substitute a DBE subcontract, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to you, of its intent to request to terminate and/or substitute, and the reason for the request.

(5) The prime contractor must give the DBE five days to respond to the prime contractor’s notice and advise you and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why you should not approve the prime contractor’s action. If required in a particular case as a matter of public necessity (e.g., safety), you may provide a response period shorter than five days.

(6) In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

(g) When a DBE subcontractor is terminated as provided in paragraph (f) of this section, or fails to complete its work on the contract for any reason, you must require the prime contractor to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal you established for the procurement. The good faith efforts shall be documented by the contractor. If the recipient requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

(h) You must include in each prime contract the contract clause required by §26.13(b) stating that failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section you deem appropriate if the prime contractor fails to comply with the requirements of this section.

(i) You must apply the requirements of this section to DBE bidders/offerors for prime contracts. In determining whether a DBE bidder/offeror for a prime contract has met a contract goal, you count the work the DBE has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

(j) You must require the contractor awarded the contract to make available upon request a copy of all DBE subcontracts. The subcontractor shall ensure that all subcontracts or an agreement with DBEs to supply labor or materials require that the subcontract and all lower tier subcontractors be performed in accordance with this part’s provisions.


§26.55 How is DBE participation counted toward goals?

(a) When a DBE participates in a contract, you count only the value of the work actually performed by the DBE toward DBE goals.

(1) Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (a)(2) of this section) that is performed by the DBE’s own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies...
purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

(2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

(b) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

(c) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.

(1) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

(2) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those in which DBEs do not participate.

(3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function.

(4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (c)(3) of this section, the DBE may present evidence to rebut this presumption. You may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

(5) Your decisions on commercially useful function matters are subject to review by the concerned operating administration, but are not administratively appealable to DOT.

(d) Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:

(1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
(2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

(3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

(4) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

(5) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement. If a recipient chooses this approach, it must obtain written consent from the appropriate DOT operating administration.

Example to paragraph (d)(5): DBE Firm X uses two of its own trucks on a contract. It leases two trucks from DBE Firm Y and six trucks equipped with drivers from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight trucks. DBE credit could be awarded only for the fees or commissions pertaining to the remaining trucks Firm X receives as a result of the lease with Firm Z.

(6) The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

Example to paragraph (d)(6): DBE Firm X uses two of its own trucks on a contract. It leases two additional trucks from non-DBE Firm Z. Firm X uses its own employees to drive the trucks leased from Firm Z. DBE credit would be awarded for the total value of the transportation services provided by all four trucks.

(7) For purposes of this paragraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

(e) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

(1)(i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.

(ii) For purposes of this paragraph (e)(1), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

(2)(i) If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals.

(ii) For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of
the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(A) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (e)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph (e)(2).

(3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.

(4) You must determine the amount of credit awarded to a firm for the provisions of materials and supplies (e.g., whether a firm is acting as a regular dealer or a transaction expediter) on a contract-by-contract basis.

(f) If a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, do not count the firm's participation toward any DBE goals, except as provided for in §26.87(i)).

(g) Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward your overall goal.

(h) Do not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.


Subpart D—Certification Standards

§26.61 How are burdens of proof allocated in the certification process?

(a) In determining whether to certify a firm as eligible to participate as a DBE, you must apply the standards of this subpart.

(b) The firm seeking certification has the burden of demonstrating to you, by a preponderance of the evidence, that it meets the requirements of this subpart concerning group membership or individual disadvantage, business size, ownership, and control.

(c) You must rebuttably presume that members of the designated groups identified in §26.67(a) are socially and economically disadvantaged. This means they do not have the burden of proving to
you that they are socially and economically disadvantaged. In order to obtain the benefit of the rebuttable presumption, individuals must submit a signed, notarized statement that they are a member of one of the groups in §26.67(a). Applicants do have the obligation to provide you information concerning their economic disadvantage (see §26.67).

(d) Individuals who are not presumed to be socially and economically disadvantaged, and individuals concerning whom the presumption of disadvantage has been rebutted, have the burden of proving to you, by a preponderance of the evidence, that they are socially and economically disadvantaged. (See Appendix E of this part.)

(e) You must make determinations concerning whether individuals and firms have met their burden of demonstrating group membership, ownership, control, and social and economic disadvantage (where disadvantage must be demonstrated on an individual basis) by considering all the facts in the record, viewed as a whole.


§26.63 What rules govern group membership determinations?

(a)(1) If, after reviewing the signed notarized statement of membership in a presumptively disadvantaged group (see §26.61(c)), you have a well founded reason to question the individual's claim of membership in that group, you must require the individual to present additional evidence that he or she is a member of the group.

(2) You must provide the individual a written explanation of your reasons for questioning his or her group membership and a written request for additional evidence as outlined in paragraph (b) of this section.

(3) In implementing this section, you must take special care to ensure that you do not impose a disproportionate burden on members of any particular designated group. Imposing a disproportionate burden on members of a particular group could violate §26.7(b) and/or Title VI of the Civil Rights Act of 1964 and 49 CFR part 21.

(b) In making such a determination, you must consider whether the person has held himself out to be a member of the group over a long period of time prior to application for certification and whether the person is regarded as a member of the group by the relevant community. You may require the applicant to produce appropriate documentation of group membership.

(1) If you determine that an individual claiming to be a member of a group presumed to be disadvantaged is not a member of a designated disadvantaged group, the individual must demonstrate social and economic disadvantage on an individual basis.

(2) Your decisions concerning membership in a designated group are subject to the certification appeals procedure of §26.89.


§26.65 What rules govern business size determinations?

(a) To be an eligible DBE, a firm (including its affiliates) must be an existing small business, as defined by Small Business Administration (SBA) standards. As a recipient, you must apply current SBA business size standard(s) found in 13 CFR part 121 appropriate to the type(s) of work the firm seeks to perform in DOT-assisted contracts, including the primary industry classification of the applicant.
(b) Even if it meets the requirements of paragraph (a) of this section, a firm is not an eligible DBE in any Federal fiscal year if the firm (including its affiliates) has had average annual gross receipts, as defined by SBA regulations (see 13 CFR 121.402), over the firm's previous three fiscal years, in excess of $23.98 million.

(c) The Department adjusts the number in paragraph (b) of this section annually using the Department of Commerce price deflators for purchases by State and local governments as the basis for this adjustment.


§26.67 What rules determine social and economic disadvantage?

(a) Presumption of disadvantage. (1) You must rebuttably presume that citizens of the United States (or lawfully admitted permanent residents) who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, or other minorities found to be disadvantaged by the SBA, are socially and economically disadvantaged individuals. You must require applicants to submit a signed, notarized certification that each presumptively disadvantaged owner is, in fact, socially and economically disadvantaged.

(2)(i) You must require each individual owner of a firm applying to participate as a DBE, whose ownership and control are relied upon for DBE certification, to certify that he or she has a personal net worth that does not exceed $1.32 million.

(ii) You must require each individual who makes this certification to support it with a signed, notarized statement of personal net worth, with appropriate supporting documentation. To meet this requirement, you must use the DOT personal net worth form provided in appendix G to this part without change or revision. Where necessary to accurately determine an individual's personal net worth, you may, on a case-by-case basis, require additional financial information from the owner of an applicant firm (e.g., information concerning the assets of the owner's spouse, where needed to clarify whether assets have been transferred to the spouse or when the owner's spouse is involved in the operation of the company). Requests for additional information shall not be unduly burdensome or intrusive.

(iii) In determining an individual's net worth, you must observe the following requirements:

(A) Exclude an individual's ownership interest in the applicant firm;

(B) Exclude the individual's equity in his or her primary residence (except any portion of such equity that is attributable to excessive withdrawals from the applicant firm). The equity is the market value of the residence less any mortgages and home equity loan balances. Recipients must ensure that home equity loan balances are included in the equity calculation and not as a separate liability on the individual's personal net worth form. Exclusions for net worth purposes are not exclusions for asset valuation or access to capital and credit purposes.

(C) Do not use a contingent liability to reduce an individual's net worth.

(D) With respect to assets held in vested pension plans, Individual Retirement Accounts, 401(k) accounts, or other retirement savings or investment programs in which the assets cannot be distributed to the individual at the present time without significant adverse tax or interest consequences, include only the present value of such assets, less the tax and interest penalties that would accrue if the asset were distributed at the present time.

(iv) Notwithstanding any provision of Federal or State law, you must not release an individual's personal net worth statement nor any documents pertaining to it to any third party without the written
(b) Rebuttal of presumption of disadvantage. (1) An individual's presumption of economic disadvantage may be rebutted in two ways.

(i) If the statement of personal net worth and supporting documentation that an individual submits under paragraph (a)(2) of this section shows that the individual's personal net worth exceeds $1.32 million, the individual's presumption of economic disadvantage is rebutted. You are not required to have a proceeding under paragraph (b)(2) of this section in order to rebut the presumption of economic disadvantage in this case.

Example to paragraph (b)(1)(i): An individual with very high assets and significant liabilities may, in accounting terms, have a PNW of less than $1.32 million. However, the person's assets collectively (e.g., high income level, a very expensive house, a yacht, extensive real or personal property holdings) may lead a reasonable person to conclude that he or she is not economically disadvantaged. The recipient may rebut the individual's presumption of economic disadvantage under these circumstances, as provided in this section, even though the individual's PNW is less than $1.32 million.

(ii)(A) If the statement of personal net worth and supporting documentation that an individual submits under paragraph (a)(2) of this section demonstrates that the individual is able to accumulate substantial wealth, the individual's presumption of economic disadvantage is rebutted. In making this determination, as a certifying agency, you may consider factors that include, but are not limited to, the following:

1. Whether the average adjusted gross income of the owner over the most recent three year period exceeds $350,000;

2. Whether the income was unusual and not likely to occur in the future;

3. Whether the earnings were offset by losses;

4. Whether the income was reinvested in the firm or used to pay taxes arising in the normal course of operations by the firm;

5. Other evidence that income is not indicative of lack of economic disadvantage; and

6. Whether the total fair market value of the owner's assets exceed $6 million.

(B) You must have a proceeding under paragraph (b)(2) of this section in order to rebut the presumption of economic disadvantage in this case.

(2) If you have a reasonable basis to believe that an individual who is a member of one of the designated groups is not, in fact, socially and/or economically disadvantaged you may, at any time, start a proceeding to determine whether the presumption should be regarded as rebutted with respect to that individual. Your proceeding must follow the procedures of §26.87.

(3) In such a proceeding, you have the burden of demonstrating, by a preponderance of the evidence, that the individual is not socially and economically disadvantaged. You may require the individual to produce information relevant to the determination of his or her disadvantage.

(4) When an individual's presumption of social and/or economic disadvantage has been rebutted, his or her ownership and control of the firm in question cannot be used for purposes of DBE eligibility under this subpart unless and until he or she makes an individual showing of social and/or economic disadvantage. If the basis for rebutting the presumption is a determination that the
individual's personal net worth exceeds $1.32 million, the individual is no longer eligible for participation in the program and cannot regain eligibility by making an individual showing of disadvantage, so long as his or her PNW remains above that amount.

(c) **Transfers within two years.** (1) Except as set forth in paragraph (c)(2) of this section, recipients must attribute to an individual claiming disadvantaged status any assets which that individual has transferred to an immediate family member, to a trust a beneficiary of which is an immediate family member, or to the applicant firm for less than fair market value, within two years prior to a concern's application for participation in the DBE program or within two years of recipient's review of the firm's annual affidavit, unless the individual claiming disadvantaged status can demonstrate that the transfer is to or on behalf of an immediate family member for that individual's education, medical expenses, or some other form of essential support.

(2) Recipients must not attribute to an individual claiming disadvantaged status any assets transferred by that individual to an immediate family member that are consistent with the customary recognition of special occasions, such as birthdays, graduations, anniversaries, and retirements.

(d) **Individual determinations of social and economic disadvantage.** Firms owned and controlled by individuals who are not presumed to be socially and economically disadvantaged (including individuals whose presumed disadvantage has been rebutted) may apply for DBE certification. You must make a case-by-case determination of whether each individual whose ownership and control are relied upon for DBE certification is socially and economically disadvantaged. In such a proceeding, the applicant firm has the burden of demonstrating to you, by a preponderance of the evidence, that the individuals who own and control it are socially and economically disadvantaged. An individual whose personal net worth exceeds $1.32 million shall not be deemed to be economically disadvantaged. In making these determinations, use the guidance found in Appendix E of this part. You must require that applicants provide sufficient information to permit determinations under the guidance of appendix E of this part.

[79 FR 59596, Oct. 2, 2014]

§26.69 **What rules govern determinations of ownership?**

(a) In determining whether the socially and economically disadvantaged participants in a firm own the firm, you must consider all the facts in the record viewed as a whole, including the origin of all assets and how and when they were used in obtaining the firm. All transactions for the establishment and ownership (or transfer of ownership) must be in the normal course of business, reflecting commercial and arms-length practices.

(b) To be an eligible DBE, a firm must be at least 51 percent owned by socially and economically disadvantaged individuals.

(1) In the case of a corporation, such individuals must own at least 51 percent of the each class of voting stock outstanding and 51 percent of the aggregate of all stock outstanding.

(2) In the case of a partnership, 51 percent of each class of partnership interest must be owned by socially and economically disadvantaged individuals. Such ownership must be reflected in the firm's partnership agreement.

(3) In the case of a limited liability company, at least 51 percent of each class of member interest must be owned by socially and economically disadvantaged individuals.

(c)(1) The firm's ownership by socially and economically disadvantaged individuals, including their contribution of capital or expertise to acquire their ownership interests, must be real, substantial, and continuing, going beyond pro forma ownership of the firm as reflected in ownership.
documents. Proof of contribution of capital should be submitted at the time of the application. When the contribution of capital is through a loan, there must be documentation of the value of assets used as collateral for the loan.

(2) Insufficient contributions include a promise to contribute capital, an unsecured note payable to the firm or an owner who is not a disadvantaged individual, mere participation in a firm's activities as an employee, or capitalization not commensurate with the value for the firm.

(3) The disadvantaged owners must enjoy the customary incidents of ownership, and share in the risks and be entitled to the profits and loss commensurate with their ownership interests, as demonstrated by the substance, not merely the form, of arrangements. Any terms or practices that give a non-disadvantaged individual or firm a priority or superior right to a firm's profits, compared to the disadvantaged owner(s), are grounds for denial.

(4) Debt instruments from financial institutions or other organizations that lend funds in the normal course of their business do not render a firm ineligible, even if the debtor's ownership interest is security for the loan.

Examples to paragraph (c): (i) An individual pays $100 to acquire a majority interest in a firm worth $1 million. The individual's contribution to capital would not be viewed as substantial.

(ii) A 51% disadvantaged owner and a non-disadvantaged 49% owner contribute $100 and $10,000, respectively, to acquire a firm grossing $1 million. This may be indicative of a pro forma arrangement that does not meet the requirements of (c)(1).

(iii) The disadvantaged owner of a DBE applicant firm spends $250 to file articles of incorporation and obtains a $100,000 loan, but makes only nominal or sporadic payments to repay the loan. This type of contribution is not of a continuing nature.

(d) All securities that constitute ownership of a firm shall be held directly by disadvantaged persons. Except as provided in this paragraph (d), no securities or assets held in trust, or by any guardian for a minor, are considered as held by disadvantaged persons in determining the ownership of a firm. However, securities or assets held in trust are regarded as held by a disadvantaged individual for purposes of determining ownership of the firm, if—

(1) The beneficial owner of securities or assets held in trust is a disadvantaged individual, and the trustee is the same or another such individual; or

(2) The beneficial owner of a trust is a disadvantaged individual who, rather than the trustee, exercises effective control over the management, policy-making, and daily operational activities of the firm. Assets held in a revocable living trust may be counted only in the situation where the same disadvantaged individual is the sole grantor, beneficiary, and trustee.

(e) The contributions of capital or expertise by the socially and economically disadvantaged owners to acquire their ownership interests must be real and substantial. Examples of insufficient contributions include a promise to contribute capital, an unsecured note payable to the firm or an owner who is not a disadvantaged individual, or mere participation in a firm's activities as an employee. Debt instruments from financial institutions or other organizations that lend funds in the normal course of their business do not render a firm ineligible, even if the debtor's ownership interest is security for the loan.

(f) The following requirements apply to situations in which expertise is relied upon as part of a disadvantaged owner's contribution to acquire ownership:

(1) The owner's expertise must be—
(i) In a specialized field;
(ii) Of outstanding quality;
(iii) In areas critical to the firm's operations;
(iv) Indispensable to the firm's potential success;
(v) Specific to the type of work the firm performs; and
(vi) Documented in the records of the firm. These records must clearly show the contribution of expertise and its value to the firm.

(2) The individual whose expertise is relied upon must have a significant financial investment in the firm.

(g) You must always deem as held by a socially and economically disadvantaged individual, for purposes of determining ownership, all interests in a business or other assets obtained by the individual—

(1) As the result of a final property settlement or court order in a divorce or legal separation, provided that no term or condition of the agreement or divorce decree is inconsistent with this section; or

(2) Through inheritance, or otherwise because of the death of the former owner.

(h)(1) You must presume as not being held by a socially and economically disadvantaged individual, for purposes of determining ownership, all interests in a business or other assets obtained by the individual as the result of a gift, or transfer without adequate consideration, from any non-disadvantaged individual or non-DBE firm who is—

(i) Involved in the same firm for which the individual is seeking certification, or an affiliate of that firm;

(ii) Involved in the same or a similar line of business; or

(iii) Engaged in an ongoing business relationship with the firm, or an affiliate of the firm, for which the individual is seeking certification.

(2) To overcome this presumption and permit the interests or assets to be counted, the disadvantaged individual must demonstrate to you, by clear and convincing evidence, that—

(i) The gift or transfer to the disadvantaged individual was made for reasons other than obtaining certification as a DBE; and

(ii) The disadvantaged individual actually controls the management, policy, and operations of the firm, notwithstanding the continuing participation of a non-disadvantaged individual who provided the gift or transfer.

(i) You must apply the following rules in situations in which marital assets form a basis for ownership of a firm:

(1) When marital assets (other than the assets of the business in question), held jointly or as community property by both spouses, are used to acquire the ownership interest asserted by one
spouse, you must deem the ownership interest in the firm to have been acquired by that spouse with his or her own individual resources, provided that the other spouse irrevocably renounces and transfers all rights in the ownership interest in the manner sanctioned by the laws of the state in which either spouse or the firm is domiciled. You do not count a greater portion of joint or community property assets toward ownership than state law would recognize as belonging to the socially and economically disadvantaged owner of the applicant firm.

(2) A copy of the document legally transferring and renouncing the other spouse’s rights in the jointly owned or community assets used to acquire an ownership interest in the firm must be included as part of the firm’s application for DBE certification.

(j) You may consider the following factors in determining the ownership of a firm. However, you must not regard a contribution of capital as failing to be real and substantial, or find a firm ineligible, solely because—

(1) A socially and economically disadvantaged individual acquired his or her ownership interest as the result of a gift, or transfer without adequate consideration, other than the types set forth in paragraph (h) of this section;

(2) There is a provision for the co-signature of a spouse who is not a socially and economically disadvantaged individual on financing agreements, contracts for the purchase or sale of real or personal property, bank signature cards, or other documents; or

(3) Ownership of the firm in question or its assets is transferred for adequate consideration from a spouse who is not a socially and economically disadvantaged individual to a spouse who is such an individual. In this case, you must give particularly close and careful scrutiny to the ownership and control of a firm to ensure that it is owned and controlled, in substance as well as in form, by a socially and economically disadvantaged individual.


§26.71 What rules govern determinations concerning control?

(a) In determining whether socially and economically disadvantaged owners control a firm, you must consider all the facts in the record, viewed as a whole.

(b) Only an independent business may be certified as a DBE. An independent business is one the viability of which does not depend on its relationship with another firm or firms.

(1) In determining whether a potential DBE is an independent business, you must scrutinize relationships with non-DBE firms, in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources.

(2) You must consider whether present or recent employer/employee relationships between the disadvantaged owner(s) of the potential DBE and non-DBE firms or persons associated with non-DBE firms compromise the independence of the potential DBE firm.

(3) You must examine the firm’s relationships with prime contractors to determine whether a pattern of exclusive or primary dealings with a prime contractor compromises the independence of the potential DBE firm.

(4) In considering factors related to the independence of a potential DBE firm, you must consider the consistency of relationships between the potential DBE and non-DBE firms with normal industry practice.
(c) A DBE firm must not be subject to any formal or informal restrictions which limit the customary discretion of the socially and economically disadvantaged owners. There can be no restrictions through corporate charter provisions, by-law provisions, contracts or any other formal or informal devices (e.g., cumulative voting rights, voting powers attached to different classes of stock, employment contracts, requirements for concurrence by non-disadvantaged partners, conditions precedent or subsequent, executory agreements, voting trusts, restrictions on or assignments of voting rights) that prevent the socially and economically disadvantaged owners, without the cooperation or vote of any non-disadvantaged individual, from making any business decision of the firm. This paragraph does not preclude a spousal co-signature on documents as provided for in §26.69(j)(2).

(d) The socially and economically disadvantaged owners must possess the power to direct or cause the direction of the management and policies of the firm and to make day-to-day as well as long-term decisions on matters of management, policy and operations.

(1) A disadvantaged owner must hold the highest officer position in the company (e.g., chief executive officer or president).

(2) In a corporation, disadvantaged owners must control the board of directors.

(3) In a partnership, one or more disadvantaged owners must serve as general partners, with control over all partnership decisions.

(e) Individuals who are not socially and economically disadvantaged or immediate family members may be involved in a DBE firm as owners, managers, employees, stockholders, officers, and/or directors. Such individuals must not, however possess or exercise the power to control the firm, or be disproportionately responsible for the operation of the firm.

(f) The socially and economically disadvantaged owners of the firm may delegate various areas of the management, policymaking, or daily operations of the firm to other participants in the firm, regardless of whether these participants are socially and economically disadvantaged individuals. Such delegations of authority must be revocable, and the socially and economically disadvantaged owners must retain the power to hire and fire any person to whom such authority is delegated. The managerial role of the socially and economically disadvantaged owners in the firm's overall affairs must be such that the recipient can reasonably conclude that the socially and economically disadvantaged owners actually exercise control over the firm's operations, management, and policy.

(g) The socially and economically disadvantaged owners must have an overall understanding of, and managerial and technical competence and experience directly related to, the type of business in which the firm is engaged and the firm's operations. The socially and economically disadvantaged owners are not required to have experience or expertise in every critical area of the firm's operations, or to have greater experience or expertise in a given field than managers or key employees. The socially and economically disadvantaged owners must have the ability to intelligently and critically evaluate information presented by other participants in the firm's activities and to use this information to make independent decisions concerning the firm's daily operations, management, and policymaking. Generally, expertise limited to office management, administration, or bookkeeping functions unrelated to the principal business activities of the firm is insufficient to demonstrate control.

(h) If state or local law requires the persons to have a particular license or other credential in order to own and/or control a certain type of firm, then the socially and economically disadvantaged persons who own and control a potential DBE firm of that type must possess the required license or credential. If state or local law does not require such a person to have such a license or credential to own and/or control a firm, you must not deny certification solely on the ground that the person lacks the license or credential. However, you may take into account the absence of the license or
credential as one factor in determining whether the socially and economically disadvantaged owners actually control the firm.

(i)(1) You may consider differences in remuneration between the socially and economically disadvantaged owners and other participants in the firm in determining whether to certify a firm as a DBE. Such consideration shall be in the context of the duties of the persons involved, normal industry practices, the firm's policy and practice concerning reinvestment of income, and any other explanations for the differences proffered by the firm. You may determine that a firm is controlled by its socially and economically disadvantaged owner although that owner's remuneration is lower than that of some other participants in the firm.

(2) In a case where a non-disadvantaged individual formerly controlled the firm, and a socially and economically disadvantaged individual now controls it, you may consider a difference between the remuneration of the former and current controller of the firm as a factor in determining who controls the firm, particularly when the non-disadvantaged individual remains involved with the firm and continues to receive greater compensation than the disadvantaged individual.

(j) In order to be viewed as controlling a firm, a socially and economically disadvantaged owner cannot engage in outside employment or other business interests that conflict with the management of the firm or prevent the individual from devoting sufficient time and attention to the affairs of the firm to control its activities. For example, absentee ownership of a business and part-time work in a full-time firm are not viewed as constituting control. However, an individual could be viewed as controlling a part-time business that operates only on evenings and/or weekends, if the individual controls it all the time it is operating.

(k)(1) A socially and economically disadvantaged individual may control a firm even though one or more of the individual's immediate family members (who themselves are not socially and economically disadvantaged individuals) participate in the firm as a manager, employee, owner, or in another capacity. Except as otherwise provided in this paragraph, you must make a judgment about the control the socially and economically disadvantaged owner exercises vis-a-vis other persons involved in the business as you do in other situations, without regard to whether or not the other persons are immediate family members.

(2) If you cannot determine that the socially and economically disadvantaged owners—as distinct from the family as a whole—control the firm, then the socially and economically disadvantaged owners have failed to carry their burden of proof concerning control, even though they may participate significantly in the firm's activities.

(l) Where a firm was formerly owned and/or controlled by a non-disadvantaged individual (whether or not an immediate family member), ownership and/or control were transferred to a socially and economically disadvantaged individual, and the nondisadvantaged individual remains involved with the firm in any capacity, there is a rebuttable presumption of control by the non-disadvantaged individual unless the disadvantaged individual now owning the firm demonstrates to you, by clear and convincing evidence, that:

(1) The transfer of ownership and/or control to the disadvantaged individual was made for reasons other than obtaining certification as a DBE; and

(2) The disadvantaged individual actually controls the management, policy, and operations of the firm, notwithstanding the continuing participation of a nondisadvantaged individual who formerly owned and/or controlled the firm.

(m) In determining whether a firm is controlled by its socially and economically disadvantaged owners, you may consider whether the firm owns equipment necessary to perform its work. However, you must not determine that a firm is not controlled by socially and economically
disadvantaged individuals solely because the firm leases, rather than owns, such equipment, where leasing equipment is a normal industry practice and the lease does not involve a relationship with a prime contractor or other party that compromises the independence of the firm.

(n) You must grant certification to a firm only for specific types of work in which the socially and economically disadvantaged owners have the ability to control the firm. To become certified in an additional type of work, the firm need demonstrate to you only that its socially and economically disadvantaged owners are able to control the firm with respect to that type of work. You must not require that the firm be recertified or submit a new application for certification, but you must verify the disadvantaged owner's control of the firm in the additional type of work.

(1) The types of work a firm can perform (whether on initial certification or when a new type of work is added) must be described in terms of the most specific available NAICS code for that type of work. If you choose, you may also, in addition to applying the appropriate NAICS code, apply a descriptor from a classification scheme of equivalent detail and specificity. A correct NAICS code is one that describes, as specifically as possible, the principal goods or services which the firm would provide to DOT recipients. Multiple NAICS codes may be assigned where appropriate. Program participants must rely on, and not depart from, the plain meaning of NAICS code descriptions in determining the scope of a firm's certification. If your Directory does not list types of work for any firm in a manner consistent with this paragraph (a)(1), you must update the Directory entry for that firm to meet the requirements of this paragraph (a)(1) by August 28, 2011.

(2) Firms and recipients must check carefully to make sure that the NAICS codes cited in a certification are kept up-to-date and accurately reflect work which the UCP has determined the firm's owners can control. The firm bears the burden of providing detailed company information the certifying agency needs to make an appropriate NAICS code designation.

(3) If a firm believes that there is not a NAICS code that fully or clearly describes the type(s) of work in which it is seeking to be certified as a DBE, the firm may request that the certifying agency, in its certification documentation, supplement the assigned NAICS code(s) with a clear, specific, and detailed narrative description of the type of work in which the firm is certified. A vague, general, or confusing description is not sufficient for this purpose, and recipients should not rely on such a description in determining whether a firm's participation can be counted toward DBE goals.

(4) A certifier is not precluded from changing a certification classification or description if there is a factual basis in the record. However, certifiers must not make after-the-fact statements about the scope of a certification, not supported by evidence in the record of the certification action.

(o) A business operating under a franchise or license agreement may be certified if it meets the standards in this subpart and the franchiser or licensor is not affiliated with the franchisee or licensee. In determining whether affiliation exists, you should generally not consider the restraints relating to standardized quality, advertising, accounting format, and other provisions imposed on the franchisee or licensee by the franchise agreement or license, provided that the franchisee or licensee has the right to profit from its efforts and bears the risk of loss commensurate with ownership. Alternatively, even though a franchisee or licensee may not be controlled by virtue of such provisions in the franchise agreement or license, affiliation could arise through other means, such as common management or excessive restrictions on the sale or transfer of the franchise interest or license.

(p) In order for a partnership to be controlled by socially and economically disadvantaged individuals, any non-disadvantaged partners must not have the power, without the specific written concurrence of the socially and economically disadvantaged partner(s), to contractually bind the partnership or subject the partnership to contract or tort liability.

(q) The socially and economically disadvantaged individuals controlling a firm may use an employee leasing company. The use of such a company does not preclude the socially and
economically disadvantaged individuals from controlling their firm if they continue to maintain an employer-employee relationship with the leased employees. This includes being responsible for hiring, firing, training, assigning, and otherwise controlling the on-the-job activities of the employees, as well as ultimate responsibility for wage and tax obligations related to the employees.


§26.73 What are other rules affecting certification?

(a)(1) Consideration of whether a firm performs a commercially useful function or is a regular dealer pertains solely to counting toward DBE goals the participation of firms that have already been certified as DBEs. Except as provided in paragraph (a)(2) of this section, you must not consider commercially useful function issues in any way in making decisions about whether to certify a firm as a DBE.

(2) You may consider, in making certification decisions, whether a firm has exhibited a pattern of conduct indicating its involvement in attempts to evade or subvert the intent or requirements of the DBE program.

(b)(1) You must evaluate the eligibility of a firm on the basis of present circumstances. You must not refuse to certify a firm based solely on historical information indicating a lack of ownership or control of the firm by socially and economically disadvantaged individuals at some time in the past, if the firm currently meets the ownership and control standards of this part.

(2) You must not refuse to certify a firm solely on the basis that it is a newly formed firm, has not completed projects or contracts at the time of its application, has not yet realized profits from its activities, or has not demonstrated a potential for success. If the firm meets disadvantaged, size, ownership, and control requirements of this Part, the firm is eligible for certification.

(c) DBE firms and firms seeking DBE certification shall cooperate fully with your requests (and DOT requests) for information relevant to the certification process. Failure or refusal to provide such information is a ground for a denial or removal of certification.

(d) Only firms organized for profit may be eligible DBEs. Not-for-profit organizations, even though controlled by socially and economically disadvantaged individuals, are not eligible to be certified as DBEs.

(e) An eligible DBE firm must be owned by individuals who are socially and economically disadvantaged. Except as provided in this paragraph, a firm that is not owned by such individuals, but instead is owned by another firm—even a DBE firm—cannot be an eligible DBE.

(1) If socially and economically disadvantaged individuals own and control a firm through a parent or holding company, established for tax, capitalization or other purposes consistent with industry practice, and the parent or holding company in turn owns and controls an operating subsidiary, you may certify the subsidiary if it otherwise meets all requirements of this subpart. In this situation, the individual owners and controllers of the parent or holding company are deemed to control the subsidiary through the parent or holding company.

(2) You may certify such a subsidiary only if there is cumulatively 51 percent ownership of the subsidiary by socially and economically disadvantaged individuals. The following examples illustrate how this cumulative ownership provision works:

Example 1: Socially and economically disadvantaged individuals own 100 percent of a holding company, which has a wholly-owned subsidiary. The subsidiary may be certified, if it meets all other requirements.

Example 2: Disadvantaged individuals own 100 percent of the holding company, which owns 51 percent of a subsidiary. The subsidiary may be certified, if all other requirements are met.
Example 3: Disadvantaged individuals own 80 percent of the holding company, which in turn owns 70 percent of a subsidiary. In this case, the cumulative ownership of the subsidiary by disadvantaged individuals is 56 percent (80 percent of the 70 percent). This is more than 51 percent, so you may certify the subsidiary, if all other requirements are met.

Example 4: Same as Example 2 or 3, but someone other than the socially and economically disadvantaged owners of the parent or holding company controls the subsidiary. Even though the subsidiary is owned by disadvantaged individuals, through the holding or parent company, you cannot certify it because it fails to meet control requirements.

Example 5: Disadvantaged individuals own 60 percent of the holding company, which in turn owns 51 percent of a subsidiary. In this case, the cumulative ownership of the subsidiary by disadvantaged individuals is about 31 percent. This is less than 51 percent, so you cannot certify the subsidiary.

Example 6: The holding company, in addition to the subsidiary seeking certification, owns several other companies. The combined gross receipts of the holding companies and its subsidiaries are greater than the size standard for the subsidiary seeking certification and/or the gross receipts cap of §26.65(b). Under the rules concerning affiliation, the subsidiary fails to meet the size standard and cannot be certified.

(f) Recognition of a business as a separate entity for tax or corporate purposes is not necessarily sufficient to demonstrate that a firm is an independent business, owned and controlled by socially and economically disadvantaged individuals.

(g) You must not require a DBE firm to be prequalified as a condition for certification.

(h) A firm that is owned by an Indian tribe or Native Hawaiian organization, rather than by Indians or Native Hawaiians as individuals, may be eligible for certification. Such a firm must meet the size standards of §26.65. Such a firm must be controlled by socially and economically disadvantaged individuals, as provided in §26.71.

(i) The following special rules apply to the certification of firms related to Alaska Native Corporations (ANCs).

(1) Notwithstanding any other provisions of this subpart, a direct or indirect subsidiary corporation, joint venture, or partnership entity of an ANC is eligible for certification as a DBE if it meets all of the following requirements:

(i) The Settlement Common Stock of the underlying ANC and other stock of the ANC held by holders of the Settlement Common Stock and by Natives and descendents of Natives represents a majority of both the total equity of the ANC and the total voting power of the corporation for purposes of electing directors;

(ii) The shares of stock or other units of common ownership interest in the subsidiary, joint venture, or partnership entity held by the ANC and by holders of its Settlement Common Stock represent a majority of both the total equity of the entity and the total voting power of the entity for the purpose of electing directors, the general partner, or principal officers; and

(iii) The subsidiary, joint venture, or partnership entity has been certified by the Small Business Administration under the 8(a) or small disadvantaged business program.

(2) As a recipient to whom an ANC-related entity applies for certification, you do not use the DOT uniform application form (see Appendix F of this part). You must obtain from the firm documentation sufficient to demonstrate that entity meets the requirements of paragraph (i)(1) of this section. You must also obtain sufficient information about the firm to allow you to administer your program (e.g., information that would appear in your DBE Directory).

(3) If an ANC-related firm does not meet all the conditions of paragraph (i)(1) of this section, then it must meet the requirements of paragraph (h) of this section in order to be certified, on the same basis as firms owned by Indian Tribes or Native Hawaiian Organizations.
Subpart E—Certification Procedures

§26.81 What are the requirements for Unified Certification Programs?

(a) You and all other DOT recipients in your state must participate in a Unified Certification Program (UCP).

(1) Within three years of March 4, 1999, you and the other recipients in your state must sign an agreement establishing the UCP for that state and submit the agreement to the Secretary for approval. The Secretary may, on the basis of extenuating circumstances shown by the recipients in the state, extend this deadline for no more than one additional year.

(2) The agreement must provide for the establishment of a UCP meeting all the requirements of this section. The agreement must specify that the UCP will follow all certification procedures and standards of this part, on the same basis as recipients; that the UCP shall cooperate fully with oversight, review, and monitoring activities of DOT and its operating administrations; and that the UCP shall implement DOT directives and guidance concerning certification matters. The agreement shall also commit recipients to ensuring that the UCP has sufficient resources and expertise to carry out the requirements of this part. The agreement shall include an implementation schedule ensuring that the UCP is fully operational no later than 18 months following the approval of the agreement by the Secretary.

(3) Subject to approval by the Secretary, the UCP in each state may take any form acceptable to the recipients in that state.

(4) The Secretary shall review the UCP and approve it, disapprove it, or remand it to the recipients in the state for revisions. A complete agreement which is not disapproved or remanded within 180 days of its receipt is deemed to be accepted.

(5) If you and the other recipients in your state fail to meet the deadlines set forth in this paragraph (a), you shall have the opportunity to make an explanation to the Secretary why a deadline could not be met and why meeting the deadline was beyond your control. If you fail to make such an explanation, or the explanation does not justify the failure to meet the deadline, the Secretary shall direct you to complete the required action by a date certain. If you and the other recipients fail to carry out this direction in a timely manner, you are collectively in noncompliance with this part.

(b) The UCP shall make all certification decisions on behalf of all DOT recipients in the state with respect to participation in the DOT DBE Program.

(1) Certification decisions by the UCP shall be binding on all DOT recipients within the state.

(2) The UCP shall provide “one-stop shopping” to applicants for certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all recipients in the state.

(3) All obligations of recipients with respect to certification and nondiscrimination must be carried out by UCPs, and recipients may use only UCPs that comply with the certification and nondiscrimination requirements of this part.
(c) All certifications by UCPs shall be pre-certifications; i.e., certifications that have been made final before the due date for bids or offers on a contract on which a firm seeks to participate as a DBE.

(d) A UCP is not required to process an application for certification from a firm having its principal place of business outside the state if the firm is not certified by the UCP in the state in which it maintains its principal place of business. The “home state” UCP shall share its information and documents concerning the firm with other UCPs that are considering the firm's application.

(e) Subject to DOT approval as provided in this section, the recipients in two or more states may form a regional UCP. UCPs may also enter into written reciprocity agreements with other UCPs. Such an agreement shall outline the specific responsibilities of each participant. A UCP may accept the certification of any other UCP or DOT recipient.

(f) Pending the establishment of UCPs meeting the requirements of this section, you may enter into agreements with other recipients, on a regional or inter-jurisdictional basis, to perform certification functions required by this part. You may also grant reciprocity to other recipient's certification decisions.

(g) Each UCP shall maintain a unified DBE directory containing, for all firms certified by the UCP (including those from other states certified under the provisions of this part), the information required by §26.31. The UCP shall make the directory available to the public electronically, on the internet, as well as in print. The UCP shall update the electronic version of the directory by including additions, deletions, and other changes as soon as they are made and shall revise the print version of the Directory at least once a year.

(h) Except as otherwise specified in this section, all provisions of this subpart and subpart D of this part pertaining to recipients also apply to UCPs.


§26.83 What procedures do recipients follow in making certification decisions?

(a) You must ensure that only firms certified as eligible DBEs under this section participate as DBEs in your program.

(b) You must determine the eligibility of firms as DBEs consistent with the standards of subpart D of this part. When a UCP is formed, the UCP must meet all the requirements of subpart D of this part and this subpart that recipients are required to meet.

(c)(1) You must take all the following steps in determining whether a DBE firm meets the standards of subpart D of this part:

(i) Perform an on-site visit to the firm's principal place of business. You must interview the principal officers and review their résumés and/or work histories. You may interview key personnel of the firm if necessary. You must also perform an on-site visit to job sites if there are such sites on which the firm is working at the time of the eligibility investigation in your jurisdiction or local area. You may rely upon the site visit report of any other recipient with respect to a firm applying for certification;

(ii) Analyze documentation related to the legal structure, ownership, and control of the applicant firm. This includes, but is not limited to, Articles of Incorporation/Organization; corporate by-laws or operating agreements; organizational, annual and board/member meeting records; stock ledgers and certificates; and State-issued Certificates of Good Standing.
(iii) Analyze the bonding and financial capacity of the firm; lease and loan agreements; bank account signature cards;

(iv) Determine the work history of the firm, including contracts it has received, work it has completed; and payroll records;

(v) Obtain a statement from the firm of the type of work it prefers to perform as part of the DBE program and its preferred locations for performing the work, if any.

(vi) Obtain or compile a list of the equipment owned by or available to the firm and the licenses the firm and its key personnel possess to perform the work it seeks to do as part of the DBE program;

(vii) Obtain complete Federal income tax returns (or requests for extensions) filed by the firm, its affiliates, and the socially and economically disadvantaged owners for the last 3 years. A complete return includes all forms, schedules, and statements filed with the Internal Revenue Service.

(viii) Require potential DBEs to complete and submit an appropriate application form, except as otherwise provided in §26.85 of this part.

(2) You must use the application form provided in Appendix F to this part without change or revision. However, you may provide in your DBE program, with the written approval of the concerned operating administration, for supplementing the form by requesting specified additional information not inconsistent with this part.

(3) You must make sure that the applicant attests to the accuracy and truthfulness of the information on the application form. This shall be done either in the form of an affidavit sworn to by the applicant before a person who is authorized by State law to administer oaths or in the form of an unsworn declaration executed under penalty of perjury of the laws of the United States.

(4) You must review all information on the form prior to making a decision about the eligibility of the firm. You may request clarification of information contained in the application at any time in the application process.

(d) When another recipient, in connection with its consideration of the eligibility of a firm, makes a written request for certification information you have obtained about that firm (e.g., including application materials or the report of a site visit, if you have made one to the firm), you must promptly make the information available to the other recipient.

(e) [Reserved]

(f) Subject to the approval of the concerned operating administration as part of your DBE program, you may impose a reasonable application fee for certification. Fee waivers shall be made in appropriate cases.

(g) You must safeguard from disclosure to unauthorized persons information gathered as part of the certification process that may reasonably be regarded as proprietary or other confidential business information, consistent with applicable Federal, state, and local law.

(h)(1) Once you have certified a DBE, it shall remain certified until and unless you have removed its certification, in whole or in part, through the procedures of §26.87 of this part, except as provided in §26.67(b)(1) of this part.
(2) You may not require DBEs to reapply for certification or undergo a recertification process. However, you may conduct a certification review of a certified DBE firm, including a new on-site review, if appropriate in light of changed circumstances (e.g., of the kind requiring notice under paragraph (i) of this section or relating to suspension of certification under §26.88), a complaint, or other information concerning the firm's eligibility. If information comes to your attention that leads you to question the firm's eligibility, you may conduct an on-site review on an unannounced basis, at the firm's offices and job sites.

(i) If you are a DBE, you must inform the recipient or UCP in writing of any change in circumstances affecting your ability to meet size, disadvantaged status, ownership, or control requirements of this part or any material change in the information provided in your application form.

(1) Changes in management responsibility among members of a limited liability company are covered by this requirement.

(2) You must attach supporting documentation describing in detail the nature of such changes.

(3) The notice must take the form of an affidavit sworn to by the applicant before a person who is authorized by state law to administer oaths or of an unsworn declaration executed under penalty of perjury of the laws of the United States. You must provide the written notification within 30 days of the occurrence of the change. If you fail to make timely notification of such a change, you will be deemed to have failed to cooperate under §26.109(c).

(j) If you are a DBE, you must provide to the recipient, every year on the anniversary of the date of your certification, an affidavit sworn to by the firm's owners before a person who is authorized by State law to administer oaths or an unsworn declaration executed under penalty of perjury of the laws of the United States. This affidavit must affirm that there have been no changes in the firm's circumstances affecting its ability to meet size, disadvantaged status, ownership, or control requirements of this part or any material changes in the information provided in its application form, except for changes about which you have notified the recipient under paragraph (i) of this section. The affidavit shall specifically affirm that your firm continues to meet SBA business size criteria and the overall gross receipts cap of this part, documenting this affirmation with supporting documentation of your firm's size and gross receipts (e.g., submission of Federal tax returns). If you fail to provide this affidavit in a timely manner, you will be deemed to have failed to cooperate under §26.109(c).

(k) If you are a recipient, you must make decisions on applications for certification within 90 days of receiving from the applicant firm all information required under this part. You may extend this time period once, for no more than an additional 60 days, upon written notice to the firm, explaining fully and specifically the reasons for the extension. You may establish a different time frame in your DBE program, upon a showing that this time frame is not feasible, and subject to the approval of the concerned operating administration. Your failure to make a decision by the applicable deadline under this paragraph is deemed a constructive denial of the application, on the basis of which the firm may appeal to DOT under §26.89.

(l) As a recipient or UCP, you must advise each applicant within 30 days from your receipt of the application whether the application is complete and suitable for evaluation and, if not, what additional information or action is required.

(m) Except as otherwise provided in this paragraph, if an applicant for DBE certification withdraws its application before you have issued a decision on the application, the applicant can resubmit the application at any time. As a recipient or UCP, you may not apply the waiting period provided under §26.86(c) of this part before allowing the applicant to resubmit its application. However, you may place the reapplication at the “end of the line,” behind other applications that have been made since the firm's previous application was withdrawn. You may also apply the
§26.85 Interstate certification.

(a) This section applies with respect to any firm that is currently certified in its home state.

(b) When a firm currently certified in its home state ("State A") applies to another State ("State B") for DBE certification, State B may, at its discretion, accept State A's certification and certify the firm, without further procedures.

(1) To obtain certification in this manner, the firm must provide to State B a copy of its certification notice from State A.

(2) Before certifying the firm, State B must confirm that the firm has a current valid certification from State A. State B can do so by reviewing State A's electronic directory or obtaining written confirmation from State A.

(c) In any situation in which State B chooses not to accept State A's certification of a firm as provided in paragraph (b) of this section, as the applicant firm you must provide the information in paragraphs (c)(1) through (4) of this section to State B.

(1) You must provide to State B a complete copy of the application form, all supporting documents, and any other information you have submitted to State A or any other state related to your firm's certification. This includes affidavits of no change (see §26.83(j)) and any notices of changes (see §26.83(i)) that you have submitted to State A, as well as any correspondence you have had with State A's UCP or any other recipient concerning your application or status as a DBE firm.

(2) You must also provide to State B any notices or correspondence from states other than State A relating to your status as an applicant or certified DBE in those states. For example, if you have been denied certification or decertified in State C, or subject to a decertification action there, you must inform State B of this fact and provide all documentation concerning this action to State B.

(3) If you have filed a certification appeal with DOT (see §26.89), you must inform State B of the fact and provide your letter of appeal and DOT's response to State B.

(4) You must submit an affidavit sworn to by the firm's owners before a person who is authorized by State law to administer oaths or an unsworn declaration executed under penalty of perjury of the laws of the United States.

(i) This affidavit must affirm that you have submitted all the information required by 49 CFR 26.85(c) and the information is complete and, in the case of the information required by §26.85(c)(1), is an identical copy of the information submitted to State A.

(ii) If the on-site report from State A supporting your certification in State A is more than three years old, as of the date of your application to State B, State B may require that your affidavit also affirm that the facts in the on-site report remain true and correct.

(d) As State B, when you receive from an applicant firm all the information required by paragraph (c) of this section, you must take the following actions:
Within seven days contact State A and request a copy of the site visit review report for the firm (see §26.83(c)(1)), any updates to the site visit review, and any evaluation of the firm based on the site visit. As State A, you must transmit this information to State B within seven days of receiving the request. A pattern by State B of not making such requests in a timely manner or by “State A” or any other State of not complying with such requests in a timely manner is noncompliance with this Part.

(2) Determine whether there is good cause to believe that State A’s certification of the firm is erroneous or should not apply in your State. Reasons for making such a determination may include the following:

(i) Evidence that State A's certification was obtained by fraud;

(ii) New information, not available to State A at the time of its certification, showing that the firm does not meet all eligibility criteria;

(iii) State A's certification was factually erroneous or was inconsistent with the requirements of this part;

(iv) The State law of State B requires a result different from that of the State law of State A.

(v) The information provided by the applicant firm did not meet the requirements of paragraph (c) of this section.

(3) If, as State B, unless you have determined that there is good cause to believe that State A’s certification is erroneous or should not apply in your State, you must, no later than 60 days from the date on which you received from the applicant firm all the information required by paragraph (c) of this section, send to the applicant firm a notice that it is certified and place the firm on your directory of certified firms.

(4) If, as State B, you have determined that there is good cause to believe that State A’s certification is erroneous or should not apply in your State, you must, no later than 60 days from the date on which you received from the applicant firm all the information required by paragraph (c) of this section, send to the applicant firm a notice stating the reasons for your determination.

(i) This notice must state with particularity the specific reasons why State B believes that the firm does not meet the requirements of this Part for DBE eligibility and must offer the firm an opportunity to respond to State B with respect to these reasons.

(ii) The firm may elect to respond in writing, to request an in-person meeting with State B’s decision maker to discuss State B’s objections to the firm’s eligibility, or both. If the firm requests a meeting, as State B you must schedule the meeting to take place within 30 days of receiving the firm’s request.

(iii) The firm bears the burden of demonstrating, by a preponderance of evidence, that it meets the requirements of this Part with respect to the particularized issues raised by State B’s notice. The firm is not otherwise responsible for further demonstrating its eligibility to State B.

(iv) The decision maker for State B must be an individual who is thoroughly familiar with the provisions of this Part concerning certification.

(v) State B must issue a written decision within 30 days of the receipt of the written response from the firm or the meeting with the decision maker, whichever is later.

(vi) The firm’s application for certification is stayed pending the outcome of this process.
(vii) A decision under this paragraph (d)(4) may be appealed to the Departmental Office of Civil Rights under s§26.89 of this part.

(e) As State B, if you have not received from State A a copy of the site visit review report by a date 14 days after you have made a timely request for it, you may hold action required by paragraphs (d)(2) through (4) of this section in abeyance pending receipt of the site visit review report. In this event, you must, no later than 30 days from the date on which you received from an applicant firm all the information required by paragraph (c) of this section, notify the firm in writing of the delay in the process and the reason for it.

(f)(1) As a UCP, when you deny a firm's application, reject the application of a firm certified in State A or any other State in which the firm is certified, through the procedures of paragraph (d)(4) of this section, or decertify a firm, in whole or in part, you must make an entry in the Department of Transportation Office of Civil Rights' (DOCR's) Ineligibility Determination Online Database. You must enter the following information:

(i) The name of the firm;

(ii) The name(s) of the firm's owner(s);

(iii) The type and date of the action;

(iv) The reason for the action.

(2) As a UCP, you must check the DOCR Web site at least once every month to determine whether any firm that is applying to you for certification or that you have already certified is on the list.

(3) For any such firm that is on the list, you must promptly request a copy of the listed decision from the UCP that made it. As the UCP receiving such a request, you must provide a copy of the decision to the requesting UCP within 7 days of receiving the request. As the UCP receiving the decision, you must then consider the information in the decision in determining what, if any, action to take with respect to the certified DBE firm or applicant.

(g) You must implement the requirements of this section beginning January 1, 2012.

[76 FR 5100, Jan. 28, 2011]

§26.86 What rules govern recipients' denials of initial requests for certification?

(a) When you deny a request by a firm, which is not currently certified with you, to be certified as a DBE, you must provide the firm a written explanation of the reasons for the denial, specifically referencing the evidence in the record that supports each reason for the denial. All documents and other information on which the denial is based must be made available to the applicant, on request.

(b) [Reserved]

(c) When a firm is denied certification, you must establish a time period of no more than twelve months that must elapse before the firm may reapply to the recipient for certification. You may provide, in your DBE program, subject to approval by the concerned operating administration, a shorter waiting period for reapplication. The time period for reapplication begins to run on the date the explanation required by paragraph (a) of this section is received by the firm. An applicant's appeal of your decision to the Department pursuant to §26.89 does not extend this period.
§26.87 What procedures does a recipient use to remove a DBE's eligibility?

(a) Ineligibility complaints. (1) Any person may file with you a written complaint alleging that a currently-certified firm is ineligible and specifying the alleged reasons why the firm is ineligible. You are not required to accept a general allegation that a firm is ineligible or an anonymous complaint. The complaint may include any information or arguments supporting the complainant's assertion that the firm is ineligible and should not continue to be certified. Confidentiality of complainants' identities must be protected as provided in §26.109(b).

(2) You must review your records concerning the firm, any material provided by the firm and the complainant, and other available information. You may request additional information from the firm or conduct any other investigation that you deem necessary.

(3) If you determine, based on this review, that there is reasonable cause to believe that the firm is ineligible, you must provide written notice to the firm that you propose to find the firm ineligible, setting forth the reasons for the proposed determination. If you determine that such reasonable cause does not exist, you must notify the complainant and the firm in writing of this determination and the reasons for it. All statements of reasons for findings on the issue of reasonable cause must specifically reference the evidence in the record on which each reason is based.

(b) Recipient-initiated proceedings. If, based on notification by the firm of a change in its circumstances or other information that comes to your attention, you determine that there is reasonable cause to believe that a currently certified firm is ineligible, you must provide written notice to the firm that you propose to find the firm ineligible, setting forth the reasons for the proposed determination. The statement of reasons for the finding of reasonable cause must specifically reference the evidence in the record on which each reason is based.

(c) DOT directive to initiate proceeding. (1) If the concerned operating administration determines that information in your certification records, or other information available to the concerned operating administration, provides reasonable cause to believe that a firm you certified does not meet the eligibility criteria of this part, the concerned operating administration may direct you to initiate a proceeding to remove the firm's certification.

(2) The concerned operating administration must provide you and the firm a notice setting forth the reasons for the directive, including any relevant documentation or other information.

(3) You must immediately commence and prosecute a proceeding to remove eligibility as provided by paragraph (b) of this section.

(d) Hearing. When you notify a firm that there is reasonable cause to remove its eligibility, as provided in paragraph (a), (b), or (c) of this section, you must give the firm an opportunity for an informal hearing, at which the firm may respond to the reasons for the proposal to remove its eligibility in person and provide information and arguments concerning why it should remain certified.

(1) In such a proceeding, you bear the burden of proving, by a preponderance of the evidence, that the firm does not meet the certification standards of this part.

(2) You must maintain a complete record of the hearing, by any means acceptable under state law for the retention of a verbatim record of an administrative hearing. If there is an appeal to DOT
under §26.89, you must provide a transcript of the hearing to DOT and, on request, to the firm. You must retain the original record of the hearing. You may charge the firm only for the cost of copying the record.

(3) The firm may elect to present information and arguments in writing, without going to a hearing. In such a situation, you bear the same burden of proving, by a preponderance of the evidence, that the firm does not meet the certification standards, as you would during a hearing.

(e) Separation of functions. You must ensure that the decision in a proceeding to remove a firm's eligibility is made by an office and personnel that did not take part in actions leading to or seeking to implement the proposal to remove the firm's eligibility and are not subject, with respect to the matter, to direction from the office or personnel who did take part in these actions.

(1) Your method of implementing this requirement must be made part of your DBE program.

(2) The decisionmaker must be an individual who is knowledgeable about the certification requirements of your DBE program and this part.

(3) Before a UCP is operational in its state, a small airport or small transit authority (i.e., an airport or transit authority serving an area with less than 250,000 population) is required to meet this requirement only to the extent feasible.

(f) Grounds for decision. You may base a decision to remove a firm's eligibility only on one or more of the following grounds:

(1) Changes in the firm's circumstances since the certification of the firm by the recipient that render the firm unable to meet the eligibility standards of this part;

(2) Information or evidence not available to you at the time the firm was certified;

(3) Information relevant to eligibility that has been concealed or misrepresented by the firm;

(4) A change in the certification standards or requirements of the Department since you certified the firm;

(5) Your decision to certify the firm was clearly erroneous;

(6) The firm has failed to cooperate with you (see §26.109(c));

(7) The firm has exhibited a pattern of conduct indicating its involvement in attempts to subvert the intent or requirements of the DBE program (see §26.73(a)(2)); or

(8) The firm has been suspended or debarred for conduct related to the DBE program. The notice required by paragraph (g) of this section must include a copy of the suspension or debarment action. A decision to remove a firm for this reason shall not be subject to the hearing procedures in paragraph (d) of this section.

(g) Notice of decision. Following your decision, you must provide the firm written notice of the decision and the reasons for it, including specific references to the evidence in the record that supports each reason for the decision. The notice must inform the firm of the consequences of your decision and of the availability of an appeal to the Department of Transportation under §26.89. You must send copies of the notice to the complainant in an ineligibility complaint or the concerned operating administration that had directed you to initiate the proceeding. Provided that, when sending such a notice to a complainant other than a DOT operating administration, you must not
include information reasonably construed as confidential business information without the written consent of the firm that submitted the information.

(h) [Reserved]

(i) Status of firm during proceeding. (1) A firm remains an eligible DBE during the pendancy of your proceeding to remove its eligibility.

(2) The firm does not become ineligible until the issuance of the notice provided for in paragraph (g) of this section.

(j) Effects of removal of eligibility. When you remove a firm's eligibility, you must take the following action:

(1) When a prime contractor has made a commitment to using the ineligible firm, or you have made a commitment to using a DBE prime contractor, but a subcontract or contract has not been executed before you issue the decertification notice provided for in paragraph (g) of this section, the ineligible firm does not count toward the contract goal or overall goal. You must direct the prime contractor to meet the contract goal with an eligible DBE firm or demonstrate to you that it has made a good faith effort to do so.

(2) If a prime contractor has executed a subcontract with the firm before you have notified the firm of its ineligibility, the prime contractor may continue to use the firm on the contract and may continue to receive credit toward its DBE goal for the firm's work. In this case, or in a case where you have let a prime contract to the DBE that was later ruled ineligible, the portion of the ineligible firm's performance of the contract remaining after you issued the notice of its ineligibility shall not count toward your overall goal, but may count toward the contract goal.

(3) Exception: If the DBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, you may continue to count its participation on that contract toward overall and contract goals.

(k) Availability of appeal. When you make an administratively final removal of a firm's eligibility under this section, the firm may appeal the removal to the Department under §26.89.


§26.88 Summary suspension of certification.

(a) A recipient shall immediately suspend a DBE's certification without adhering to the requirements in §26.87(d) of this part when an individual owner whose ownership and control of the firm are necessary to the firm's certification dies or is incarcerated.

(b)(1) A recipient may immediately suspend a DBE's certification without adhering to the requirements in §26.87(d) when there is adequate evidence to believe that there has been a material change in circumstances that may affect the eligibility of the DBE firm to remain certified, or when the DBE fails to notify the recipient or UCP in writing of any material change in circumstances as required by §26.83(i) of this part or fails to timely file an affidavit of no change under §26.83(j).

(2) In determining the adequacy of the evidence to issue a suspension under paragraph (b)(1) of this section, the recipient shall consider all relevant factors, including how much information is available, the credibility of the information and allegations given the circumstances, whether or not important allegations are corroborated, and what inferences can reasonably be drawn as a result.
(c) The concerned operating administration may direct the recipient to take action pursuant to paragraph (a) or (b) this section if it determines that information available to it is sufficient to warrant immediate suspension.

(d) When a firm is suspended pursuant to paragraph (a) or (b) of this section, the recipient shall immediately notify the DBE of the suspension by certified mail, return receipt requested, to the last known address of the owner(s) of the DBE.

(e) Suspension is a temporary status of ineligibility pending an expedited show cause hearing/proceeding under §26.87 of this part to determine whether the DBE is eligible to participate in the program and consequently should be removed. The suspension takes effect when the DBE receives, or is deemed to have received, the Notice of Suspension.

(f) While suspended, the DBE may not be considered to meet a contract goal on a new contract, and any work it does on a contract received during the suspension shall not be counted toward a recipient's overall goal. The DBE may continue to perform under an existing contract executed before the DBE received a Notice of Suspension and may be counted toward the contract goal during the period of suspension as long as the DBE is performing a commercially useful function under the existing contract.

(g) Following receipt of the Notice of Suspension, if the DBE believes it is no longer eligible, it may voluntarily withdraw from the program, in which case no further action is required. If the DBE believes that its eligibility should be reinstated, it must provide to the recipient information demonstrating that the firm is eligible notwithstanding its changed circumstances. Within 30 days of receiving this information, the recipient must either lift the suspension and reinstate the firm’s certification or commence a decertification action under §26.87 of this part. If the recipient commences a decertification proceeding, the suspension remains in effect during the proceeding.

(h) The decision to immediately suspend a DBE under paragraph (a) or (b) of this section is not appealable to the US Department of Transportation. The failure of a recipient to either lift the suspension and reinstate the firm or commence a decertification proceeding, as required by paragraph (g) of this section, is appealable to the U.S. Department of Transportation under §26.89 of this part, as a constructive decertification.

[79 FR 59599, Oct. 2, 2014]

§26.89 What is the process for certification appeals to the Department of Transportation?

(a)(1) If you are a firm that is denied certification or whose eligibility is removed by a recipient, including SBA-certified firms, you may make an administrative appeal to the Department.

(2) If you are a complainant in an ineligibility complaint to a recipient (including the concerned operating administration in the circumstances provided in §26.87(c)), you may appeal to the Department if the recipient does not find reasonable cause to propose removing the firm's eligibility or, following a removal of eligibility proceeding, determines that the firm is eligible.

(3) Send appeals to the following address: U.S. Department of Transportation, Departmental Office of Civil Rights, 1200 New Jersey Avenue SE., Washington, DC 20590-0001.

(b) Pending the Department's decision in the matter, the recipient's decision remains in effect. The Department does not stay the effect of the recipient's decision while it is considering an appeal.

(c) If you want to file an appeal, you must send a letter to the Department within 90 days of the date of the recipient's final decision, including information and setting forth a full and specific statement as to why the decision is erroneous, what significant fact that the recipient failed to
consider, or what provisions of this Part the recipient did not properly apply. The Department may accept an appeal filed later than 90 days after the date of the decision if the Department determines that there was good cause for the late filing of the appeal or in the interest of justice.

(d) When it receives an appeal, the Department requests a copy of the recipient's complete administrative record in the matter. If you are the recipient, you must provide the administrative record, including a hearing transcript, within 20 days of the Department's request. The Department may extend this time period on the basis of a recipient's showing of good cause. To facilitate the Department's review of a recipient's decision, you must ensure that such administrative records are well organized, indexed, and paginated. Records that do not comport with these requirements are not acceptable and will be returned to you to be corrected immediately. If an appeal is brought concerning one recipient's certification decision concerning a firm, and that recipient relied on the decision and/or administrative record of another recipient, this requirement applies to both recipients involved.

(e) The Department makes its decision based solely on the entire administrative record as supplemented by the appeal. The Department does not make a de novo review of the matter and does not conduct a hearing. The Department may also supplement the administrative record by adding relevant information made available by the DOT Office of Inspector General; Federal, State, or local law enforcement authorities; officials of a DOT operating administration or other appropriate DOT office; a recipient; or a firm or other private party.

(f) As a recipient, when you provide supplementary information to the Department, you shall also make this information available to the firm and any third-party complainant involved, consistent with Federal or applicable state laws concerning freedom of information and privacy. The Department makes available, on request by the firm and any third-party complainant involved, any supplementary information it receives from any source.

(1) The Department affirms your decision unless it determines, based on the entire administrative record, that your decision is unsupported by substantial evidence or inconsistent with the substantive or procedural provisions of this part concerning certification.

(2) If the Department determines, after reviewing the entire administrative record, that your decision was unsupported by substantial evidence or inconsistent with the substantive or procedural provisions of this part concerning certification, the Department reverses your decision and directs you to certify the firm or remove its eligibility, as appropriate. You must take the action directed by the Department's decision immediately upon receiving written notice of it.

(3) The Department is not required to reverse your decision if the Department determines that a procedural error did not result in fundamental unfairness to the appellant or substantially prejudice the opportunity of the appellant to present its case.

(4) If it appears that the record is incomplete or unclear with respect to matters likely to have a significant impact on the outcome of the case, the Department may remand the record to you with instructions seeking clarification or augmentation of the record before making a finding. The Department may also remand a case to you for further proceedings consistent with Department instructions concerning the proper application of the provisions of this part.

(5) The Department does not uphold your decision based on grounds not specified in your decision.

(6) The Department's decision is based on the status and circumstances of the firm as of the date of the decision being appealed.
(7) The Department provides written notice of its decision to you, the firm, and the complainant in an ineligibility complaint. A copy of the notice is also sent to any other recipient whose administrative record or decision has been involved in the proceeding (see paragraph (d) of this section). The Department will also notify the SBA in writing when DOT takes an action on an appeal that results in or confirms a loss of eligibility to any SBA-certified firm. The notice includes the reasons for the Department's decision, including specific references to the evidence in the record that supports each reason for the decision.

(8) The Department's policy is to make its decision within 180 days of receiving the complete administrative record. If the Department does not make its decision within this period, the Department provides written notice to concerned parties, including a statement of the reason for the delay and a date by which the appeal decision will be made.

(g) All decisions under this section are administratively final, and are not subject to petitions for reconsideration.

§26.91 What actions do recipients take following DOT certification appeal decisions?

(a) If you are the recipient from whose action an appeal under §26.89 is taken, the decision is binding. It is not binding on other recipients.

(b) If you are a recipient to which a DOT determination under §26.89 is applicable, you must take the following action:

(1) If the Department determines that you erroneously certified a firm, you must remove the firm's eligibility on receipt of the determination, without further proceedings on your part. Effective on the date of your receipt of the Department's determination, the consequences of a removal of eligibility set forth in §26.87(i) take effect.

(2) If the Department determines that you erroneously failed to find reasonable cause to remove the firm's eligibility, you must expeditiously commence a proceeding to determine whether the firm's eligibility should be removed, as provided in §26.87.

(3) If the Department determines that you erroneously declined to certify or removed the eligibility of the firm, you must certify the firm, effective on the date of your receipt of the written notice of Department's determination.

(4) If the Department determines that you erroneously determined that the presumption of social and economic disadvantage either should or should not be deemed rebutted, you must take appropriate corrective action as determined by the Department.

(5) If the Department affirms your determination, no further action is necessary.

(c) Where DOT has upheld your denial of certification to or removal of eligibility from a firm, or directed the removal of a firm's eligibility, other recipients with whom the firm is certified may commence a proceeding to remove the firm's eligibility under §26.87. Such recipients must not remove the firm's eligibility absent such a proceeding. Where DOT has reversed your denial of certification to or removal of eligibility from a firm, other recipients must take the DOT action into account in any certification action involving the firm. However, other recipients are not required to certify the firm based on the DOT decision.

Subpart F—Compliance and Enforcement
§26.101 What compliance procedures apply to recipients?

(a) If you fail to comply with any requirement of this part, you may be subject to formal enforcement action under §26.103 or §26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FHWA program, actions provided for under 23 CFR 1.36; in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122; and in the case of the FTA program, any actions permitted under 49 U.S.C. chapter 53 or applicable FTA program requirements.

(b) As provided in statute, you will not be subject to compliance actions or sanctions for failing to carry out any requirement of this part because you have been prevented from complying because a Federal court has issued a final order in which the court found that the requirement is unconstitutional.

§26.103 What enforcement actions apply in FHWA and FTA programs?

The provisions of this section apply to enforcement actions under FHWA and FTA programs:

(a) Noncompliance complaints. Any person who believes that a recipient has failed to comply with its obligations under this part may file a written complaint with the concerned operating administration's Office of Civil Rights. If you want to file a complaint, you must do so no later than 180 days after the date of the alleged violation or the date on which you learned of a continuing course of conduct in violation of this part. In response to your written request, the Office of Civil Rights may extend the time for filing in the interest of justice, specifying in writing the reason for so doing. The Office of Civil Rights may protect the confidentiality of your identity as provided in §26.109(b). Complaints under this part are limited to allegations of violation of the provisions of this part.

(b) Compliance reviews. The concerned operating administration may review the recipient's compliance with this part at any time, including reviews of paperwork and on-site reviews, as appropriate. The Office of Civil Rights may direct the operating administration to initiate a compliance review based on complaints received.

(c) Reasonable cause notice. If it appears, from the investigation of a complaint or the results of a compliance review, that you, as a recipient, are in noncompliance with this part, the appropriate DOT office promptly sends you, return receipt requested, a written notice advising you that there is reasonable cause to find you in noncompliance. The notice states the reasons for this finding and directs you to reply within 30 days concerning whether you wish to begin conciliation.

(d) Conciliation. (1) If you request conciliation, the appropriate DOT office shall pursue conciliation for at least 30, but not more than 120, days from the date of your request. The appropriate DOT office may extend the conciliation period for up to 30 days for good cause, consistent with applicable statutes.

(2) If you and the appropriate DOT office sign a conciliation agreement, then the matter is regarded as closed and you are regarded as being in compliance. The conciliation agreement sets forth the measures you have taken or will take to ensure compliance. While a conciliation agreement is in effect, you remain eligible for FHWA or FTA financial assistance.

(3) The concerned operating administration shall monitor your implementation of the conciliation agreement and ensure that its terms are complied with. If you fail to carry out the terms of a conciliation agreement, you are in noncompliance.
If you do not request conciliation, or a conciliation agreement is not signed within the time provided in paragraph (d)(1) of this section, then enforcement proceedings begin.

(e) Enforcement actions. (1) Enforcement actions are taken as provided in this subpart.

(2) Applicable findings in enforcement proceedings are binding on all DOT offices.

§26.105 What enforcement actions apply in FAA programs?

(a) Compliance with all requirements of this part by airport sponsors and other recipients of FAA financial assistance is enforced through the procedures of Title 49 of the United States Code, including 49 U.S.C. 47106(d), 47111(d), and 47122, and regulations implementing them.

(b) The provisions of §26.103(b) and this section apply to enforcement actions in FAA programs.

(c) Any person who knows of a violation of this part by a recipient of FAA funds may file a complaint under 14 CFR part 16 with the Federal Aviation Administration Office of Chief Counsel.

§26.107 What enforcement actions apply to firms participating in the DBE program?

(a) If you are a firm that does not meet the eligibility criteria of subpart D of this part and that attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, the Department may initiate suspension or debarment proceedings against you under 2 CFR parts 180 and 1200.

(b) If you are a firm that, in order to meet DBE contract goals or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of subpart D of this part, the Department may initiate suspension or debarment proceedings against you under 2 CFR parts 180 and 1200.

(c) In a suspension or debarment proceeding brought under paragraph (a) or (b) of this section, the concerned operating administration may consider the fact that a purported DBE has been certified by a recipient. Such certification does not preclude the Department from determining that the purported DBE, or another firm that has used or attempted to use it to meet DBE goals, should be suspended or debarred.

(d) The Department may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31.

(e) The Department may refer to the Department of Justice, for prosecution under 18 U.S.C. 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.


§26.109 What are the rules governing information, confidentiality, cooperation, and intimidation or retaliation?

(a) Availability of records. (1) In responding to requests for information concerning any aspect of the DBE program, the Department complies with provisions of the Federal Freedom of Information
and Privacy Acts (5 U.S.C. 552 and 552a). The Department may make available to the public any information concerning the DBE program release of which is not prohibited by Federal law.

(2) Notwithstanding any provision of Federal or state law, you must not release any information that may reasonably be construed as confidential business information to any third party without the written consent of the firm that submitted the information. This includes applications for DBE certification and supporting information. However, you must transmit this information to DOT in any certification appeal proceeding under §26.89 of this part or to any other state to which the individual’s firm has applied for certification under §26.85 of this part.

(b) Confidentiality of information on complainants. Notwithstanding the provisions of paragraph (a) of this section, the identity of complainants shall be kept confidential, at their election. If such confidentiality will hinder the investigation, proceeding or hearing, or result in a denial of appropriate administrative due process to other parties, the complainant must be advised for the purpose of waiving the privilege. Complainants are advised that, in some circumstances, failure to waive the privilege may result in the closure of the investigation or dismissal of the proceeding or hearing. FAA follows the procedures of 14 CFR part 16 with respect to confidentiality of information in complaints.

(c) Cooperation. All participants in the Department’s DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellant, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

(d) Intimidation and retaliation. If you are a recipient, contractor, or any other participant in the program, you must not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. If you violate this prohibition, you are in noncompliance with this part.


Appendix A to Part 26—Guidance Concerning Good Faith Efforts

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, you have the responsibility to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made, based on the regulations and the guidance in this Appendix.
The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call. Determinations should not be made using quantitative formulas.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. (1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

   (2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

   (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of
the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)(vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

[79 FR 59600, Oct. 2, 2014]

Appendix B to Part 26—Uniform Report of DBE Awards or Commitments and Payments Form

INSTRUCTIONS FOR COMPLETING THE UNIFORM REPORT OF DBE AWARDS/COMMITMENTS AND PAYMENTS

Recipients of Department of Transportation (DOT) funds are expected to keep accurate data regarding the contracting opportunities available to firms paid for with DOT dollars. Failure to submit
contracting data relative to the DBE program will result in noncompliance with Part 26. All dollar values listed on this form should represent the DOT share attributable to the Operating Administration (OA): Federal Highway Administration (FHWA), Federal Aviation Administration (FAA) or Federal Transit Administration (FTA) to which this report will be submitted.

1. Indicate the DOT (OA) that provides your Federal financial assistance. If assistance comes from more than one OA, use separate reporting forms for each OA. If you are an FTA recipient, indicate your Vendor Number in the space provided.

2. If you are an FAA recipient, indicate the relevant AIP Numbers covered by this report. If you are an FTA recipient, indicate the Grant/Project numbers covered by this report. If more than ten attach a separate sheet.

3. Specify the Federal fiscal year \((i.e., \text{October 1-September 30})\) in which the covered reporting period falls.

4. State the date of submission of this report.

5. Check the appropriate box that indicates the reporting period that the data provided in this report covers. For FHWA and FTA recipients, if this report is due June 1, data should cover October 1-March 31. If this report is due December 1, data should cover April 1-September 30. If the report is due to the FAA, data should cover the entire year.

6. Provide the name and address of the recipient.

7. State your overall DBE goal(s) established for the Federal fiscal year of the report being submitted to and approved by the relevant OA. Your overall goal is to be reported as well as the breakdown for specific Race Conscious and Race Neutral projections (both of which include gender-conscious/neutral projections). The Race Conscious projection should be based on measures that focus on and provide benefits only for DBEs. The use of contract goals is a primary example of a race conscious measure. The Race Neutral projection should include measures that, while benefiting DBEs, are not solely focused on DBE firms. For example, a small business outreach program, technical assistance, and prompt payment clauses can assist a wide variety of businesses in addition to helping DBE firms.

\textit{Section A: Awards and Commitments Made During This Period}

The amounts in items 8(A)-10(I) should include all types of prime contracts awarded and all types of subcontracts awarded or committed, including: professional or consultant services, construction, purchase of materials or supplies, lease or purchase of equipment and any other types of services. All dollar amounts are to reflect only the Federal share of such contracts and should be rounded to the nearest dollar.

Line 8: Prime contracts awarded this period: The items on this line should correspond to the contracts directly between the recipient and a supply or service contractor, with no intermediaries between the two.

8(A). Provide the \textit{total dollar amount} for all prime contracts assisted with DOT funds and awarded during this reporting period. This value should include the entire Federal share of the contracts without removing any amounts associated with resulting subcontracts.

8(B). Provide the \textit{total number} of all prime contracts assisted with DOT funds and awarded during this reporting period.
8(C). From the total dollar amount awarded in item 8(A), provide the dollar amount awarded in prime contracts to certified DBE firms during this reporting period. This amount should not include the amounts sub contracted to other firms.

8(D). From the total number of prime contracts awarded in item 8(B), specify the number of prime contracts awarded to certified DBE firms during this reporting period.

8(E&F). This field is closed for data entry. Except for the very rare case of DBE-set asides permitted under 49 CFR part 26, all prime contracts awarded to DBES are regarded as race-neutral.

8(G). From the total dollar amount awarded in item 8(C), provide the dollar amount awarded to certified DBEs through the use of Race Neutral methods. See the definition of Race Neutral in item 7 and the explanation in item 8 of project types to include.

8(H). From the total number of prime contracts awarded in 8(D), specify the number awarded to DBEs through Race Neutral methods.

8(I). Of all prime contracts awarded this reporting period, calculate the percentage going to DBEs. Divide the dollar amount in item 8(C) by the dollar amount in item 8(A) to derive this percentage. Round percentage to the nearest tenth.

Line 9: Subcontracts awarded/committed this period: Items 9(A)-9(I) are derived in the same way as items 8(A)-8(I), except that these calculations should be based on subcontracts rather than prime contracts. Unlike prime contracts, which may only be awarded, subcontracts may be either awarded or committed.

9(A). If filling out the form for general reporting, provide the total dollar amount of subcontracts assisted with DOT funds awarded or committed during this period. This value should be a subset of the total dollars awarded in prime contracts in 8(A), and therefore should never be greater than the amount awarded in prime contracts. If filling out the form for project reporting, provide the total dollar amount of subcontracts assisted with DOT funds awarded or committed during this period. This value should be a subset of the total dollars awarded or previously in prime contracts in 8(A). The sum of all subcontract amounts in consecutive periods should never exceed the sum of all prime contract amounts awarded in those periods.

9(B). Provide the total number of all sub contracts assisted with DOT funds that were awarded or committed during this reporting period.

9(C). From the total dollar amount of sub contracts awarded/committed this period in item 9(A), provide the total dollar amount awarded in sub contracts to DBEs.

9(D). From the total number of sub contracts awarded or committed in item 9(B), specify the number of sub contracts awarded or committed to DBEs.

9(E). From the total dollar amount of sub contracts awarded or committed to DBEs this period, provide the amount in dollars to DBEs using Race Conscious measures.

9(F). From the total number of sub contracts awarded or committed to DBEs this period, provide the number of sub contracts awarded or committed to DBEs using Race Conscious measures.

9(G). From the total dollar amount of sub contracts awarded/committed to DBEs this period, provide the amount in dollars to DBEs using Race Neutral measures.

9(H). From the total number of sub contracts awarded/committed to DBEs this period, provide the number of sub contracts awarded to DBEs using Race Neutral measures.
9(I). Of all subcontracts awarded this reporting period, calculate the percentage going to DBEs. Divide the dollar amount in item 9(C) by the dollar amount in item 9(A) to derive this percentage. Round percentage to the nearest tenth.

Line 10: Total contracts awarded or committed this period. These fields should be used to show the total dollar value and number of contracts awarded to DBEs and to calculate the overall percentage of dollars awarded to DBEs.

10(A)-10(B). These fields are unavailable for data entry.

10(C-H). Combine the total values listed on the prime contracts line (Line 8) with the corresponding values on the subcontracts line (Line 9).

10(I). Of all contracts awarded this reporting period, calculate the percentage going to DBEs. Divide the total dollars awarded to DBEs in item 10(C) by the dollar amount in item 8(A) to derive this percentage. Round percentage to the nearest tenth.

Section B: Breakdown by Ethnicity & Gender of Contracts Awarded to DBEs This Period

11-17. Further breakdown the contracting activity with DBE involvement. The Total Dollar Amount to DBEs in 17(C) should equal the Total Dollar Amount to DBEs in 10(C). Likewise the total number of contracts to DBEs in 17(F) should equal the Total Number of Contracts to DBEs in 10(D).

Line 16: The “Non-Minority” category is reserved for any firms whose owners are not members of the presumptively disadvantaged groups already listed, but who are either “women” OR eligible for the DBE program on an individual basis. All DBE firms must be certified by the Unified Certification Program to be counted in this report.

Section C: Payments on Ongoing Contracts

Line 18(A-E). Submit information on contracts that are currently in progress. All dollar amounts are to reflect only the Federal share of such contracts, and should be rounded to the nearest dollar.

18(A). Provide the total dollar amount paid to all firms performing work on contracts.

18(B). Provide the total number of contracts where work was performed during the reporting period.

18(C). From the total number of contracts provided in 18(A) provide the total number of contracts that are currently being performed by DBE firms for which payments have been made.

18(D). From the total dollar amount paid to all firms in 18(A), provide the total dollar value paid to DBE firms currently performing work during this period.

18(E). Provide the total number of DBE firms that received payment during this reporting period. For example, while 3 contracts may be active during this period, one DBE firm may be providing supplies or services on all three contracts. This field should only list the number of DBE firms performing work.

18(F). Of all payments made during this period, calculate the percentage going to DBEs. Divide the total dollar value to DBEs in item 18(D) by the total dollars of all payments in 18(B). Round percentage to the nearest tenth.

Section D: Actual Payments on Contracts Completed This Reporting Period
This section should provide information only on contracts that are closed during this period. All dollar amounts are to reflect the entire Federal share of such contracts, and should be rounded to the nearest dollar.

19(A). Provide the total number of contracts completed during this reporting period that used Race Conscious measures. Race Conscious contracts are those with contract goals or another race conscious measure.

19(B). Provide the total dollar value of prime contracts completed this reporting period that had race conscious measures.

19(C). From the total dollar value of prime contracts completed this period in 19(B), provide the total dollar amount of dollars awarded or committed to DBE firms in order to meet the contract goals. This applies only to Race Conscious contracts.

19(D). Provide the actual total DBE participation in dollars on the race conscious contracts completed this reporting period.

19(E). Of all the contracts completed this reporting period using Race Conscious measures, calculate the percentage of DBE participation. Divide the total dollar amount to DBEs in item 19(D) by the total dollar value provided in 19(B) to derive this percentage. Round to the nearest tenth.

20(A)-20(E). Items 21(A)-21(E) are derived in the same manner as items 19(A)-19(E), except these figures should be based on contracts completed using Race Neutral measures.

20(C). This field is closed.

21(A)-21(D). Calculate the totals for each column by adding the race conscious and neutral figures provided in each row above.

21(C). This field is closed.

21(E). Calculate the overall percentage of dollars to DBEs on completed contracts. Divide the Total DBE participation dollar value in 21(D) by the Total Dollar Value of Contracts Completed in 21(B) to derive this percentage. Round to the nearest tenth.

23. Name of the Authorized Representative preparing this form.

24. Signature of the Authorized Representative.

25. Phone number of the Authorized Representative.

**Submit your completed report to your Regional or Division Office.**
Appendix C to Part 26—DBE Business Development Program Guidelines

The purpose of this program element is to further the development of DBEs, including but not limited to assisting them to move into non-traditional areas of work and/or compete in the marketplace outside the DBE program, via the provision of training and assistance from the recipient.

(A) Each firm that participates in a recipient's business development program (BDP) program is subject to a program term determined by the recipient. The term should consist of two stages; a developmental stage and a transitional stage.

(B) In order for a firm to remain eligible for program participation, it must continue to meet all eligibility criteria contained in part 26.

(C) By no later than 6 months of program entry, the participant should develop and submit to the recipient a comprehensive business plan setting forth the participant's business targets, objectives and goals. The participant will not be eligible for program benefits until such business plan is submitted and approved by the recipient. The approved business plan will constitute the participant's short and long term goals and the strategy for developmental growth to the point of economic viability in non-traditional areas of work and/or work outside the DBE program.

(D) The business plan should contain at least the following:
(1) An analysis of market potential, competitive environment and other business analyses estimating the program participant's prospects for profitable operation during the term of program participation and after graduation from the program.

(2) An analysis of the firm's strengths and weaknesses, with particular attention paid to the means of correcting any financial, managerial, technical, or labor conditions which could impede the participant from receiving contracts other than those in traditional areas of DBE participation.

(3) Specific targets, objectives, and goals for the business development of the participant during the next two years, utilizing the results of the analysis conducted pursuant to paragraphs (C) and (D)(1) of this appendix;

(4) Estimates of contract awards from the DBE program and from other sources which are needed to meet the objectives and goals for the years covered by the business plan; and

(5) Such other information as the recipient may require.

(E) Each participant should annually review its currently approved business plan with the recipient and modify the plan as may be appropriate to account for any changes in the firm's structure and redefined needs. The currently approved plan should be considered the applicable plan for all program purposes until the recipient approves in writing a modified plan. The recipient should establish an anniversary date for review of the participant's business plan and contract forecasts.

(F) Each participant should annually forecast in writing its need for contract awards for the next program year and the succeeding program year during the review of its business plan conducted under paragraph (E) of this appendix. Such forecast should be included in the participant's business plan. The forecast should include:

1. The aggregate dollar value of contracts to be sought under the DBE program, reflecting compliance with the business plan;

2. The aggregate dollar value of contracts to be sought in areas other than traditional areas of DBE participation;

3. The types of contract opportunities being sought, based on the firm's primary line of business; and

4. Such other information as may be requested by the recipient to aid in providing effective business development assistance to the participant.

(G) Program participation is divided into two stages; (1) a developmental stage and (2) a transitional stage. The developmental stage is designed to assist participants to overcome their social and economic disadvantage by providing such assistance as may be necessary and appropriate to enable them to access relevant markets and strengthen their financial and managerial skills. The transitional stage of program participation follows the developmental stage and is designed to assist participants to overcome, insofar as practical, their social and economic disadvantage and to prepare the participant for leaving the program.

(H) The length of service in the program term should not be a pre-set time frame for either the developmental or transitional stages but should be figured on the number of years considered necessary in normal progression of achieving the firm's established goals and objectives. The setting of such time could be factored on such items as, but not limited to, the number of contracts, aggregate amount of the contract received, years in business, growth potential, etc.
(I) Beginning in the first year of the transitional stage of program participation, each participant should annually submit for inclusion in its business plan a transition management plan outlining specific steps to promote profitable business operations in areas other than traditional areas of DBE participation after graduation from the program. The transition management plan should be submitted to the recipient at the same time other modifications are submitted pursuant to the annual review under paragraph (E) of this section. The plan should set forth the same information as required under paragraph (F) of steps the participant will take to continue its business development after the expiration of its program term.

(J) When a participant is recognized as successfully completing the program by substantially achieving the targets, objectives and goals set forth in its program term, and has demonstrated the ability to compete in the marketplace, its further participation within the program may be determined by the recipient.

(K) In determining whether a concern has substantially achieved the goals and objectives of its business plan, the following factors, among others, should be considered by the recipient:

1. Profitability;
2. Sales, including improved ratio of non-traditional contracts to traditional-type contracts;
3. Net worth, financial ratios, working capital, capitalization, access to credit and capital;
4. Ability to obtain bonding;
5. A positive comparison of the DBE’s business and financial profile with profiles of non-DBE businesses in the same area or similar business category; and
6. Good management capacity and capability.

(L) Upon determination by the recipient that the participant should be graduated from the developmental program, the recipient should notify the participant in writing of its intent to graduate the firm in a letter of notification. The letter of notification should set forth findings, based on the facts, for every material issue relating to the basis of the program graduation with specific reasons for each finding. The letter of notification should also provide the participant 45 days from the date of service of the letter to submit in writing information that would explain why the proposed basis of graduation is not warranted.

(M) Participation of a DBE firm in the program may be discontinued by the recipient prior to expiration of the firm’s program term for good cause due to the failure of the firm to engage in business practices that will promote its competitiveness within a reasonable period of time as evidenced by, among other indicators, a pattern of inadequate performance or unjustified delinquent performance. Also, the recipient can discontinue the participation of a firm that does not actively pursue and bid on contracts, and a firm that, without justification, regularly fails to respond to solicitations in the type of work it is qualified for and in the geographical areas where it has indicated availability under its approved business plan. The recipient should take such action if over a 2-year period a DBE firm exhibits such a pattern.

Appendix D to Part 26—Mentor-Protégé Program Guidelines

(A) The purpose of this program element is to further the development of DBEs, including but not limited to assisting them to move into non-traditional areas of work and/or compete in the marketplace outside the DBE program, via the provision of training and assistance from other firms. To operate a mentor-protégé program, a recipient must obtain the approval of the concerned operating administration.
(B)(1) Any mentor-protégé relationship shall be based on a written development plan, approved by the recipient, which clearly sets forth the objectives of the parties and their respective roles, the duration of the arrangement and the services and resources to be provided by the mentor to the protégé. The formal mentor-protégé agreement may set a fee schedule to cover the direct and indirect cost for such services rendered by the mentor for specific training and assistance to the protégé through the life of the agreement. Services provided by the mentor may be reimbursable under the FTA, FHWA, and FAA programs.

(2) To be eligible for reimbursement, the mentor's services provided and associated costs must be directly attributable and properly allowable to specific individual contracts. The recipient may establish a line item for the mentor to quote the portion of the fee schedule expected to be provided during the life of the contract. The amount claimed shall be verified by the recipient and paid on an incremental basis representing the time the protégé is working on the contract. The total individual contract figures accumulated over the life of the agreement shall not exceed the amount stipulated in the original mentor/protégé agreement.

(C) DBEs involved in a mentor-protégé agreement must be independent business entities which meet the requirements for certification as defined in subpart D of this part. A protégé firm must be certified before it begins participation in a mentor-protégé arrangement. If the recipient chooses to recognize mentor/protégé agreements, it should establish formal general program guidelines. These guidelines must be submitted to the operating administration for approval prior to the recipient executing an individual contractor/subcontractor mentor-protégé agreement.

Appendix E to Part 26—Individual Determinations of Social and Economic Disadvantage

The following guidance is adapted, with minor modifications, from SBA regulations concerning social and economic disadvantage determinations (see 13 CFR 124.103(c) and 124.104).

SOCIAL DISADVANTAGE

I. Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias within American society because of their identities as members of groups and without regard to their individual qualities. Social disadvantage must stem from circumstances beyond their control. Evidence of individual social disadvantage must include the following elements:

(A) At least one objective distinguishing feature that has contributed to social disadvantage, such as race, ethnic origin, gender, disability, long-term residence in an environment isolated from the mainstream of American society, or other similar causes not common to individuals who are not socially disadvantaged;

(B) Personal experiences of substantial and chronic social disadvantage in American society, not in other countries; and

(C) Negative impact on entry into or advancement in the business world because of the disadvantage. Recipients will consider any relevant evidence in assessing this element. In every case, however, recipients will consider education, employment and business history, where applicable, to see if the totality of circumstances shows disadvantage in entering into or advancing in the business world.

(1) Education. Recipients will consider such factors as denial of equal access to institutions of higher education and vocational training, exclusion from social and professional association with students or teachers, denial of educational honors rightfully earned, and social patterns or pressures which discouraged the individual from pursuing a professional or business education.
(2) Employment. Recipients will consider such factors as unequal treatment in hiring, promotions and other aspects of professional advancement, pay and fringe benefits, and other terms and conditions of employment; retaliatory or discriminatory behavior by an employer or labor union; and social patterns or pressures which have channeled the individual into non-professional or non-business fields.

(3) Business history. The recipient will consider such factors as unequal access to credit or capital, acquisition of credit or capital under commercially unfavorable circumstances, unequal treatment in opportunities for government contracts or other work, unequal treatment by potential customers and business associates, and exclusion from business or professional organizations.

II. With respect to paragraph I.(A) of this appendix, the Department notes that people with disabilities have disproportionately low incomes and high rates of unemployment. Many physical and attitudinal barriers remain to their full participation in education, employment, and business opportunities available to the general public. The Americans with Disabilities Act (ADA) was passed in recognition of the discrimination faced by people with disabilities. It is plausible that many individuals with disabilities—especially persons with severe disabilities (e.g., significant mobility, vision, or hearing impairments)—may be socially and economically disadvantaged.

III. Under the laws concerning social and economic disadvantage, people with disabilities are not a group presumed to be disadvantaged. Nevertheless, recipients should look carefully at individual showings of disadvantage by individuals with disabilities, making a case-by-case judgment about whether such an individual meets the criteria of this appendix. As public entities subject to Title II of the ADA, recipients must also ensure their DBE programs are accessible to individuals with disabilities. For example, physical barriers or the lack of application and information materials in accessible formats cannot be permitted to thwart the access of potential applicants to the certification process or other services made available to DBEs and applicants.

ECONOMIC DISADVANTAGE

(A) General. Economically disadvantaged individuals are socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially disadvantaged.

(B) Submission of narrative and financial information. (1) Each individual claiming economic disadvantage must describe the conditions which are the basis for the claim in a narrative statement, and must submit personal financial information.

(2) [Reserved]

(C) Factors to be considered. In considering diminished capital and credit opportunities, recipients will examine factors relating to the personal financial condition of any individual claiming disadvantaged status, including personal income for the past two years (including bonuses and the value of company stock given in lieu of cash), personal net worth, and the fair market value of all assets, whether encumbered or not. Recipients will also consider the financial condition of the applicant compared to the financial profiles of small businesses in the same primary industry classification, or, if not available, in similar lines of business, which are not owned and controlled by socially and economically disadvantaged individuals in evaluating the individual's access to credit and capital. The financial profiles that recipients will compare include total assets, net sales, pre-tax profit, sales/working capital ratio, and net worth.

(D) Transfers within two years. (1) Except as set forth in paragraph (D)(2) of this appendix, recipients will attribute to an individual claiming disadvantaged status any assets which that individual has transferred to an immediate family member, or to a trust, a beneficiary of which is an
Immediate family member, for less than fair market value, within two years prior to a concern’s application for participation in the DBE program, unless the individual claiming disadvantaged status can demonstrate that the transfer is to or on behalf of an immediate family member for that individual’s education, medical expenses, or some other form of essential support.

(2) Recipients will not attribute to an individual claiming disadvantaged status any assets transferred by that individual to an immediate family member that are consistent with the customary recognition of special occasions, such as birthdays, graduations, anniversaries, and retirements.

(3) In determining an individual’s access to capital and credit, recipients may consider any assets that the individual transferred within such two-year period described by paragraph (D)(1) of this appendix that are not considered in evaluating the individual’s assets and net worth (e.g., transfers to charities).


Appendix F to Part 26—Uniform Certification Application Form
INSTRUCTIONS FOR COMPLETING THE
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)
UNIFORM CERTIFICATION APPLICATION

NOTE: All participating firms must be for-profit enterprises. If your firm is not for profit, then you do NOT qualify for the DBE/ACDBE program and should not complete this application. If you require additional space for any question in this application, please attach additional sheets or copies as needed. Taking care to indicate on each attached sheet/copy the section and number of this application to which it refers.

Section 1: CERTIFICATION INFORMATION

A. Basic Contact Information
(1) Enter the contact name and title of the person completing this application and the person who will serve as your firm’s contact for this application.
(2) Enter the legal name of your firm, as indicated in your firm’s Articles of Incorporation or charter.
(3) Enter the primary phone number of your firm.
(4) Enter a secondary phone number, if any.
(5) Enter your firm’s fax number, if any.
(6) Enter the contact person’s email address.
(7) Enter your firm’s website address, if any.
(8) Enter the street address of the firm where its offices are physically located (e.g., a P.O. Box).
(9) Enter the mailing address of your firm, if it is different from your firm’s street address.

B. Prior Other Certification and Applications
(10) Check the appropriate box indicating whether your firm is currently certified in the DBE/ACDBE program, and provide the name of the certifying agency that certified your firm. List the dates of any site visits conducted by your firm and any other states or UCOP members. Also provide the names of state/UCOP members that conducted the review.
(11) Indicate whether your firm or any of the parent funds has ever been denied certification in a DBE, 8(a), or Small Disadvantaged Business (SDB) firm, or state and local DBE/8(a) firms. Indicate if the funds has ever been de-certified from one of these programs. Indicate if the application was withdrawn or whether the firm was observed, suspended, or otherwise had its bidding privileges denied or restricted by any state or local agency, or Federal entity. If your answer is yes, identify the name of the agency, and explain fully the nature of the action in the space provided. Indicate if you have ever appealed this decision to the Department of HUD, and if so, attach a copy of HUD’s final agency decision(s).

Section 2: GENERAL INFORMATION

A. Business Profile:
(1) Give a concise description of the firm’s primary activities, the products or services the company provides, and type of organization. If your company offers more than one product/service, list primary product or service first (attach additional sheets if necessary). This description may be used in our UCP online directory if you are certified as a DBE.
MAJORITY OWNER INFORMATION

Identify all individuals or holding companies with any ownership interest in your firm, providing the information requested below (if your firm has more than one owner, provide completed copies of this section for each owner):

A. Identify the majority owner of the firm holding 51% or more ownership interest

(1) Enter the full name of the owner.
(2) Enter his/her title or position within your firm.
(3) Give his/her home phone number.
(4) Enter his/her home (street) address.
(5) Indicate this owner’s gender.
(6) Identify the owner’s ethnic group membership. If you checked “Other,” specify this owner’s ethnic group/identity not otherwise listed.
(7) Check the appropriate box to indicate whether this owner is a U.S. citizen or a lawfully admitted permanent resident. If this owner is neither a U.S. citizen nor a lawfully admitted permanent resident of the U.S., then this owner is NOT eligible for certification as a DBE owner.
(8) Enter the number of years during which this owner has been an owner.
(9) Indicate the percentage of the total ownership this person holds and the class of stock owned.
(10) Indicate the dollar value of this owner’s initial investment to acquire an ownership interest in your firm, broken down by cash, real estate, equipment, and/or other investment. Describe how you acquired your business and attach documentation substantiating this investment.

B. Additional Owner Information

(1) Describe the familial relationship of this owner to each other owner of your firm and employees.
(2) Indicate whether this owner performs an management or supervisory function for any other business. If you checked “Yes,” state the name of the other business and this owner’s function/title held in that business.

(3) Check the appropriate box that indicates whether this owner owns or works for any other firm(s) that has any relationship with your firm. If you checked “Yes,” identify the name of the other business, the nature of the business relationship, and the owner’s function at the firm.

(4) If the owner works for any other firm, nonprofit organization, or is engaged in any other activity more than 10 hours per week, please identify this activity.

(5) Provide the personal net worth of the owner applying for certification in the space provided. Complete and attach the accompanying “Personal Net Worth Statement for DBE/ACDBE Program Eligibility” with your application. Note: Complete this section and accompanying statement only for each owner applying for DBE qualification (i.e., for each owner claiming to be socially and economically disadvantaged).

(6) Check the appropriate box that indicates whether any trust has been created for the benefit of the disadvantaged owner. If you answered “Yes,” you may be asked to provide a copy of the trust instrument.

(7) Check the appropriate box to indicate whether any of your immediate family members, managers, or employees, own, manage, or are associated with another company. Immediate family member is defined in 49 C.F.R. §285.1. If you answered “Yes,” provide the name of each person, your relationship to them, the name of the company, the type of business, and whether they own or manage the company.

CONTROL

A. Identify the firm’s Officers and Board of Directors

(1) In the space provided, state the name, title, date of appointment, eligibility, and gender of each officer.

(2) In the space provided, state the name, title, date of appointment, eligibility, and gender of each individual serving on your firm’s Board of Directors.

(3) Check the appropriate box to indicate whether any of your firm’s officers and/or directors listed above performs a management or supervisory function for any other business. If you answered “Yes,” identify each person by name, title, the name of the other business in which he is involved, and his/her function performed in that other business.

(4) Check the appropriate box that indicates whether any of your firm’s officers and/or directors listed above own or work for any other firm(s) that has a relationship with your firm. (e.g., ownership interest, shared office space, financial investments, equipment leases, personnel sharing, etc.) If you answered “Yes,” provide the name of the firm, the individual’s name, and the nature of their business relationship with that other firm.
B. Duties of Owners, Officers, Directors, Managers and Key Personnel

1. Specify the roles of the majority and minority owners, directors, officers, and managers, and key personnel who control the business and/or whose ownership or management positions are identified in the articles of incorporation, such as: state the name of the individual, title, race and gender of each owner or manager, and the frequency of their involvement in the business.

2. Identify any persons listed in this section who have knowledge of the business and/or its operations, such as: state the name of the individual, title, race and gender of each person, and the frequency of their involvement in the business.

C. Inventory: Identify firm inventory in these categories:

1. Equipment and Vehicles:
   - State the make and model, and current dollar value of each piece of equipment and motor vehicle held or used by your firm. Indicate whether each piece is either owned or leased by your firm or owner, whether it is used as collateral, and where the firm is stored.

2. Office Space:
   - State the street address of each office space held and/or used by your firm. Indicate whether your firm or owner owns or leases the office space and the current dollar value of that property or its lease.

3. Storage Space:
   - State the street address of each storage space held and/or used by your firm. Indicate whether your firm or owner owns or leases the storage space and the current dollar value of that property or its lease.

D. Does your firm rely on any other firm for management functions or employee payroll?

Check the appropriate box that indicates whether your firm relies on any other firm for management functions or for employee payroll. If you answered "Yes," you may be asked to explain the nature of such reliance and the extent to which your firm relies on such firms.

E. Financial/Banking Information

Banking Information: State the name, City and State of your firm's bank. In the space provided, identify the person able to sign checks on this account. Provide bank authorization and signature cards.

Bonding Information: State your firm's bonding limits (in dollars), specifying both the aggregate and project limits.

F. Sources, amounts, and purposes of money loaned to your firm, including the names of persons or firms guaranteeing the loan.

State the name and address of each source, the name of the firm, the amount of money loaned, and the purpose and the current balance of each loan, and the purpose for which each loan was made to your firm. Provide copies of signed loan agreements and security agreements.

G. Contributions or transfers of assets to/from your firm and to/from any of its owners or another individual over the past two years:

Identify the source provided, the type of contribution or asset that was transferred, its current dollar value, the person or firm from whom it was transferred, the person or firm to whom it was transferred, and the relationship between the two persons and/or firms, and the date of the transfer.

H. Current licenses/permits held by any owner or employee of your firm:

List the name of each person in your firm who holds a professional license or permit, the type of permit or license, the expiration date of the permit or license, and issuing State of the license or permit. Attach copies of licenses, license renewal forms, permits, and local authority forms.

I. Largest contracts completed by your firm in the past three years, if any:

List the name of each contract or subcontract for each contract, the name and location of the project under each contract, the type of work performed on each contract, and the dollar value of each contract.

J. Largest active jobs on which your firm is currently working:

For each active job listed, state the name of the project, the location of the project, the type of work performed, the project start date, the anticipated completion date, and the dollar value of the contract.

AIRPORT CONCESSION (BID) APPLICANT:

Identify the concession space, address, and location at the airport, the value of the property or lease, and the terms and conditions of the lease. Provide information concerning any other airport concession business the applicant or any affiliate owns or has participated in, including name, location, type of business, and type of ownership.

AFFIDAVIT & SIGNATURE:

The affidavit of Certification must accompany your application for certification. Carefully read the affidavit and sign the affidavit in its entirety. Fill in the required information for each blank space, and sign and date the affidavit in the presence of a Notary Public, who must then authorize the form.
A. Basic Contact Information

(1) Contact person and Title: ____________________________

(2) Legal name of firm: ________________________________

(3) Phone #: (____) ___ - ____ (4) Other Phone #: (____) ___ - ____ (5) Fax #: (____) ___ - ____

(6) E-mail: ____________________________

(7) Firm Website: ________________________________

(8) Street address of firm (Not P.O. Box): 

City: ____________________________ County/Parish: ____________________________ State: _______ Zip: _______

(9) Mailing address of firm (if different): 

City: ____________________________ County/Parish: ____________________________ State: _______ Zip: _______

B. Prior/Other Certifications and Applications

(10) Is your firm currently certified for any of the following U.S. DOT programs? 

☐ DBE ☐ ACDBE Names of certifying agencies: 

☐ If you are certified in your home state as a DBE/ACDBE, you do not have to complete this application for other states. Ask your state UCP about the interstate certification process.

List the dates of any site visits conducted by your home state and any other states or UCP members:

Date __/___/___ State/UCP Member: __________________________

Date __/___/___ State/UCP Member: __________________________

(11) Indicate whether the firm or any persons listed in this application have ever been:

(a) Denied certification or de-certified as a DBE, ACDBE, 8(a), SDB, MBE/WBE firm? ☐ Yes ☐ No 

(b) Withdrawn as application for these programs, or debarred or suspended or otherwise had bidding privileges denied or restricted by any state or local agency, or Federal entity? ☐ Yes ☐ No 

If yes, explain the nature of the action. (If you appealed the decision to DOT or another agency, attach a copy of the decision.)

Section 2: GENERAL INFORMATION

A. Business Profile: (1) Give a concise description of the firm's primary activities and the product(s) or service(s) it provides. If your company offers more than one product/service, list the primary product or service first. Please use additional paper if necessary. This description may be used in our database and the UCP online directory if you are certified as a DBE or ACDBE.

________________________________________________________________________________________________________________________________________________________________________________________________________________________

(2) Applicable NAICS Codes for this line of work include:

(3) This firm was established on __/___/___

(4) If we have owned this firm since: __/___/___

(5) Method of acquisition (Check all that apply):

☐ Started new business ☐ Bought existing business ☐ Inherited business ☐ Secured concession

☐ Merger or consolidation ☐ Other (explain) ________________________________

U.S. DOT Uniform DBE / ACDBE Certification Application • Page 5 of 15
(6) Is your firm "for profit"?  □ Yes  □ No  □ STOP! If your firm is NOT for-profit, then you do NOT qualify for this program and should not fill out this application.

Federal Tax ID# ____________________________

(7) Type of Legal Business Structure: (check all that apply)
- Sole Proprietorship
- Partnership
- Corporation
- Limited Liability Company
- Joint Venture (Identify all JV partners) ____________________________
- Applying as an ACDBE  □ Other, Describe ____________________________

(8) Number of employees: Full-time __________ Part-time __________ Seasonal __________ Total __________
(Provide a list of employees, their job titles, and dates of employment, in your application)

(9) Specify the firm’s gross receipts for the last 3 years. (Submit complete copies of the firm’s Federal tax returns for each year. If there are affiliates or subsidiaries of the applicant firm or owners, you must submit complete copies of these firms’ Federal tax returns).

Year  | Gross Receipts of Applicant Firm $  | Gross Receipts of Affiliate Firms $
Year  | Gross Receipts of Applicant Firm $  | Gross Receipts of Affiliate Firms $
Year  | Gross Receipts of Applicant Firm $  | Gross Receipts of Affiliate Firms $

B. Relationships and Dealing with Other Businesses

(1) Is your firm colocated at any of its business locations, or does it share a telephone number, P.O. Box, office or storage space, yard, warehouse, facilities, equipment, inventory, financing, office staff, and/or employees with any other business, organization, or entity?  □ Yes □ No
If Yes, explain the nature of your relationship with these other businesses by identifying the business or person with whom you have any formal, informal, written, or verbal agreement. Also detail the items shared.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

(2) Has any other firm had an ownership interest in your firm at present or at any time in the past?  □ Yes □ No  If Yes, explain ________

(3) At present, or at any time in the past, has your firm:
(a) Ever existed under different ownership, a different type of ownership, or a different name?  □ Yes □ No
(b) Existed as a subsidiary of any other firm?  □ Yes □ No
(c) Existed as a partnership in which one or more of the partners are/were other firms?  □ Yes □ No
(d) Owned any percentage of any other firm?  □ Yes □ No
(e) Had any subsidiaries?  □ Yes □ No
(f) Served as a subcontractor with another firm constituting more than 25% of your firm’s receipts?  □ Yes □ No

If you answered "Yes" to any of the questions in (2) and/or (3a-c), you may be asked to provide further details and explain whether the arrangement continues.

U.S. DOT Uniform DBE/ACDBE Certification Application • Page 6 of 14
Section 3: MAJORITY OWNER INFORMATION

A. Identify the majority owner of the firm holding 51% or more ownership interest.

(1) Full Name: ____________________________________________

(2) Title: ________________________________________________

(3) Home Phone #: ( ) __________________________

(4) Home Address (Street and Number): _______________________

City: __________________________ State: __________ Zip: __________

(5) Gender:  ☐ Male  ☐ Female

(6) Ethnic group membership (Check all that apply):

☐ Black  ☐ Hispanic

☐ Asian Pacific  ☐ Native American

☐ Subcontinent Asian  ☐ Other (specify) _______________________

(7) U.S. Citizenship:

☐ U.S. Citizen  ☐ Lawfully Admired Permanent Resident

(8) Number of years as owner: _____________________________

(9) Percentage owned: ______ %

Class of stock owned: ______________________________________

Date acquired: __________________________

(10) Initial investment to acquire ownership:

Type: __________________________  Dollar Value: $ ______

Interest in firm:

Cash $ ______  Real Estate $ ______  Equipment $ ______

Other $ ______

Describe how you acquired your business:

☐ Started business myself

☐ It was a gift from:

☐ I bought it from: _______________________________________

☐ I inherited it from: _____________________________________

☐ Other (attach documentation substantiating your investment)

B. Additional Owner Information

(1) Describe familial relationship to other owners and employees:

________________________________________________________________________

(2) Does this owner perform a management or supervisory function for any other business?  ☐ Yes  ☐ No

If Yes, Identify: Name of Business: __________________________

Position/Title: __________________________

(3)(a) Does this owner own or work for any other firm(s) that has a relationship with this firm? (e.g., ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.)  ☐ Yes  ☐ No

Identify the name of the business, and the nature of the relationship, and the owner’s function at the firm:

________________________________________________________________________

(b) Does this owner work for any other firm, non-profit organization, or is engaged in any other activity more than 10 hours per week? If yes, identify this activity:

________________________________________________________________________

(4)(a) What is the personal net worth of this disadvantaged owner applying for certification? $ ______

(b) Has any trust been created for the benefit of this disadvantaged owner(s)?  ☐ Yes  ☐ No

(If Yes, you may be asked to provide a copy of the trust instrument).

(5) Do any of your immediate family members, managers, or employees own, manage, or are associated with another company?  ☐ Yes  ☐ No

If Yes, provide their name, relationship, company, type of business, and indicate whether they own or manage the company. (Please attach extra sheets if needed):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

U.S. DOT Uniform DDE/ACDEE Certification Application • Page 7 of 14
Section 3: OWNER INFORMATION, Cont’d.

A. Identify all individuals, firms, or holding companies that hold LESS THAN 51% ownership interest in the firm. (Attach separate sheets for each additional owner)

<table>
<thead>
<tr>
<th>1. Full Name</th>
<th>2. Title</th>
<th>3. Home Phone #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>( )</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Home Address (Street and Number):</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Gender:</th>
<th>Male</th>
<th>Female</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>6. Ethnic group membership (Check all that apply):</th>
<th>8. Number of years as owner:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black</td>
<td>%</td>
</tr>
<tr>
<td>Hispanic</td>
<td></td>
</tr>
<tr>
<td>Asian Pacific</td>
<td></td>
</tr>
<tr>
<td>Native American</td>
<td></td>
</tr>
<tr>
<td>Subcontinent Asian</td>
<td></td>
</tr>
<tr>
<td>Other (specify)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. U.S. Citizenship:</th>
<th>9. Percentage owned:</th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S. Citizen</td>
<td>%</td>
</tr>
<tr>
<td>Lawfully Admitted Permanent Resident</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10. Initial investment to acquire ownership interest in firm:</th>
<th>Type</th>
<th>Dollar Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Real Estate</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Describe how you acquired your business:
- Started business myself
- It was a gift from:
- I bought it from:
- I inherited it from:
- Other

Describe any business that you own and the relationship:

<table>
<thead>
<tr>
<th>2. Does this owner perform a management or supervisory function for any other business?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

If Yes, identify: Name of Business: Function/Title:

| 3(a). Does this owner own or work for any other firm(s) that has a relationship with this firm? |
|---------------------------------------------------------------------------------------------|-----|
| (e.g., ownership interest, shared office space, financial investment, equipment, leases, personnel sharing, etc.) | Yes | No |

Identify the name(s) of the business, and the nature of the relationship, and the owner’s function at the firm:

| 3(b). Does this owner work for any other firm, not-for-profit organization, or is engaged in any other activity more than 10 hours per week? |
|----------------------------------------------------------------------------------------|-----|

If yes, identify this activity:

| 4(a). What is the personal net worth of this disadvantaged owner applying for certification? |
|---------------------------------------------------------------------------------------------|-----|

| 4(b). Has any trust been created for the benefit of this disadvantaged owner? |
|-------------------------------------------------------------------------------|-----|

If yes, you may be asked to provide a copy of the trust instrument.

| 5. Do any of your immediate family members, managers, or employees own, manage, or are associated with another company? |
|----------------------------------------------------------------------------------------------------------------|-----|

If yes, provide their name, relationship, company, type of business, and indicate whether they own or manage: (Please attach extra sheets, if needed):

U.S. DOT Uniform DRE/ACDM Certification Application • Page 8 of 14
### Section 4: CONTROL

#### A. Identify your firm's Officers and Board of Directors

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Date Appointed</th>
<th>Ethnicity</th>
<th>Gender</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(1) Officers of the Company</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(2) Board of Directors</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>(c)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### (3) Do any of the persons listed above perform a management or supervisory function for any other business?

**Yes** ☐ **No** ☐ If Yes, identify for each:

- Person: __________
- Title: __________
- Business: __________
- Function: __________

#### (4) Do any of the persons listed in section A above own or work for any other firm(s) that has a relationship with this firm? (e.g., ownership, interest, shared office space, financial investment, equipment, leases, personnel sharing, etc.)

**Yes** ☐ **No** ☐ If Yes, identify for each:

- Firm Name: __________
- Person: __________
- Nature of Business Relationship: __________

#### B. Duties of Owners, Officers, Directors, Managers, and Key Personnel

1. Identify your firm's management personnel who control your firm in the following areas (Attach separate sheets as needed).

<table>
<thead>
<tr>
<th>A = Always</th>
<th>F = Frequently</th>
<th>S = Seldom</th>
<th>N = Never</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Title</td>
<td>Percent Owned</td>
<td>Name</td>
</tr>
<tr>
<td>Sets policy for company direction/cope of operations</td>
<td>A</td>
<td>F</td>
<td>S</td>
</tr>
<tr>
<td>Billing and estimating</td>
<td>A</td>
<td>F</td>
<td>S</td>
</tr>
<tr>
<td>Major purchasing decisions</td>
<td>A</td>
<td>F</td>
<td>S</td>
</tr>
<tr>
<td>Marketing and sales</td>
<td>A</td>
<td>F</td>
<td>S</td>
</tr>
<tr>
<td>Supervision field operations</td>
<td>A</td>
<td>F</td>
<td>S</td>
</tr>
<tr>
<td>Award bid opening and lettings</td>
<td>A</td>
<td>F</td>
<td>S</td>
</tr>
<tr>
<td>Performs office management (billing, accounts receivable/payable, etc.)</td>
<td>A</td>
<td>F</td>
<td>S</td>
</tr>
<tr>
<td>Hires and fires management staff</td>
<td>A</td>
<td>F</td>
<td>S</td>
</tr>
<tr>
<td>Hires and fires field staff or crew</td>
<td>A</td>
<td>F</td>
<td>S</td>
</tr>
<tr>
<td>Designate profits spending or investment</td>
<td>A</td>
<td>F</td>
<td>S</td>
</tr>
<tr>
<td>Obligate business by contract/credit</td>
<td>A</td>
<td>F</td>
<td>S</td>
</tr>
<tr>
<td>Purchase equipment</td>
<td>A</td>
<td>F</td>
<td>S</td>
</tr>
<tr>
<td>Signs business checks</td>
<td>A</td>
<td>F</td>
<td>S</td>
</tr>
</tbody>
</table>

U.S. DOT Uniform DBE/ACDBE Certification Application • Page 9 of 14
2. Complete for all Officers, Directors, Managers, and Key Personnel who control the following functions for the firm. (Attach separate sheets as needed).

<table>
<thead>
<tr>
<th>Frequency</th>
<th>Name</th>
<th>Title</th>
<th>Race and Gender</th>
<th>Percent Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td>A = Always</td>
<td>Officer/Director/Manager/Key Personnel</td>
<td>Officer/Director/Manager/Key Personnel</td>
<td>Officer/Director/Manager/Key Personnel</td>
<td>Officer/Director/Manager/Key Personnel</td>
</tr>
</tbody>
</table>

**Policy for company direction/Scope of operations**
A = F = S = N

**Bidding and estimating**
A = F = S = N

**Major purchasing decisions**
A = F = S = N

**Marketing and sales**
A = F = S = N

**Supervise field operations**
A = F = S = N

**Attend bid opening and lettings**
A = F = S = N

**Perform office management (billing, accounts receivable/payable, etc.)**
A = F = S = N

**Hire and fire management staff**
A = F = S = N

**Directors, by-laws, or investment**
A = F = S = N

**Inventories (as collateral)**
A = F = S = N

**Signs business checks**
A = F = S = N

---

Do any of the persons listed in B1 or B2 perform a management or supervisory function for any other business? If Yes, identify the person, the business, and their title function: 

---

Do any of the persons listed above own or work for any other firm(s) that has a relationship with this firm? (e.g., ownership interest, shared office space, financial investment, equipment lease, personnel sharing, etc.) If Yes, describe the nature of the business relationship: 

---

C. Inventory: Indicate your firm's inventory in the following categories (Please attach additional sheets if needed):

1. Equipment and Vehicles

<table>
<thead>
<tr>
<th>Make and Model</th>
<th>Current Value</th>
<th>Owned or Leased by Firm or Owner?</th>
<th>Used as collateral?</th>
<th>Where is item stored?</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>3.</td>
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<tr>
<td>4.</td>
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<td>5.</td>
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<td>6.</td>
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<td>7.</td>
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<tr>
<td>8.</td>
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</tr>
<tr>
<td>9.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Office Space

<table>
<thead>
<tr>
<th>Street Address</th>
<th>Owned or Leased by Firm or Owner?</th>
<th>Current Value of Property or Lease</th>
</tr>
</thead>
</table>

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U.S. DOT Uniform DBE/ACDBE Certification Application • Page 10 of 14
3. **Storage Space** (Provide signed lease agreements for the properties listed)

<table>
<thead>
<tr>
<th>Street Address</th>
<th>Owned or Leased by Firm or Owner?</th>
<th>Current Value of Property or Lease</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

D. Does your firm rely on any other firm for management functions or employee payroll?  
☐ Yes  ☐ No

E. **Financial/Banking Information** (Provide bank authorization and signature cards)

Name of bank: ____________________________  
City and State: ____________________________

The following individuals are able to sign checks on this account: ____________________________

Name of bank: ____________________________  
City and State: ____________________________

The following individuals are able to sign checks on this account: ____________________________

**Bonding Information.** If you have bonding capacity, identify the firm’s bonding aggregate and project limits:

- Aggregate limit $ ____________________________
- Project limit $ ____________________________

F. Identify all sources, amounts, and purposes of money loaned to your firm including from financial institutions. Identify whether you the owner and any other person or firm loaned money to the applicant DBE/ACDBE. Include the names of any persons or firms guaranteeing the loan, if other than the listed owner. (Provide copies of signed loan agreements and security agreements).

<table>
<thead>
<tr>
<th>Name of Source</th>
<th>Address of Source</th>
<th>Name of Person Guaranteeing the Loan</th>
<th>Original Amount</th>
<th>Current Balance</th>
<th>Purpose of Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>3.</td>
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</tbody>
</table>

G. List all contributions or transfers of assets to/from your firm and to/from any of its owners or another individual over the past two years (Attach additional sheets if needed):

<table>
<thead>
<tr>
<th>Contribution/Asset</th>
<th>Dollar Value</th>
<th>From Whom Transferred</th>
<th>To Whom Transferred</th>
<th>Relationship</th>
<th>Date of Transfer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>3.</td>
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</tbody>
</table>

H. List current licenses/permits held by any owner and/or employee of your firm (e.g. contractor, engineer, architect, etc.) (Attach additional sheets if needed):

<table>
<thead>
<tr>
<th>Name of License/Permit Holder</th>
<th>Type of License/Permit</th>
<th>Expiration Date</th>
<th>State</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<tr>
<td>3.</td>
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</tr>
</tbody>
</table>
I. List the three largest contracts completed by your firm in the past three years, if any:

<table>
<thead>
<tr>
<th>Name of Owner/Contractor</th>
<th>Name/Location of Project</th>
<th>Type of Work Performed</th>
<th>Dollar Value of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<tr>
<td>2.</td>
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<tr>
<td>3.</td>
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</tbody>
</table>

J. List the three largest active jobs on which your firm is currently working:

<table>
<thead>
<tr>
<th>Name of Prime Contractor and Project Number</th>
<th>Location of Project</th>
<th>Type of Work</th>
<th>Project Start Date</th>
<th>Anticipated Completion Date</th>
<th>Dollar Value of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<td>2.</td>
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<td>3.</td>
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</tbody>
</table>

**AIRPORT CONCESSION (ACDBE) APPLICANTS ONLY MUST COMPLETE THIS SECTION**

Identify the following information concerning the ACDBE applicant firm:

<table>
<thead>
<tr>
<th>Concession Space</th>
<th>Address / Location at Airport</th>
<th>Value of Property or Lease</th>
<th>Fees/Lease Payments Paid to the Airport</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

Provide information concerning any other airport concession businesses the applicant firm or any affiliate owns and/or operates, including name, location, type of concession, and start date of concession:

<table>
<thead>
<tr>
<th>Name of Concession</th>
<th>Location</th>
<th>Type of Concession</th>
<th>Start Date of Concession</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

U.S. DOT Uniform DBE/ACDBE Certification Application • Page 12 of 14
AFFIDAVIT OF CERTIFICATION

This form must be signed and notarized for each award upon which disadvantaged status is relied.

A MATERIAL OR FALSE STATEMENT OR OMISSION MADE IN CONNECTION WITH THIS APPLICATION IS SUFFICIENT CAUSE FOR DENIAL OF CERTIFICATION, REVOCAETION OF A PRIOR APPROVAL, INITIATION OF SUSPENSION OR DEBARMENT PROCEEDINGS, AND MAY SUBJECT THE PERSON AND OR ENTITY MAKING THE FALSE STATEMENT TO ANY AND ALL CIVIL AND CRIMINAL PENALTIES AVAILABLE PURSUANT TO APPLICABLE FEDERAL AND STATE LAW.

I, (full name printed),

swear or affirm under penalty of law that I am (title) of the applicant firm

and that I have read and understood all of the questions in this application and that all of the foregoing information and statements submitted in this application and its attachments and supporting documents are true and correct to the best of my knowledge, and that all responses to the questions are full and complete, counting no numerical information. The responses include all material information necessary to fully and accurately identify and explain the operations, capabilities and pertinent history of the named firm as well as the ownership, control, and affiliations thereof.

I recognize that the information submitted in this application is for the purpose of inducing certification approval by a government agency. I understand that a government agency may, by means it deems appropriate, determine the accuracy and truth of the statements in the application, and I authorize such agency to contact any entity named in the application, and the named firm’s bonding companies, bondingsureties, credit agencies, contractors, clients, and other certifying agencies for the purpose of verifying the information supplied and determining the named firm’s eligibility.

I agree to submit to government audit, examination and review of books, records, documents and files, in whatever form they exist, of the named firm and its affiliates, inspection of its place(s) of business or equipment, and permit interviews of its principals, agents, and employees. I understand that refusal to permit such inquiries shall be grounds for denial of certification.

If awarded a contract, subcontract, concession lease or sublease, I agree to promptly and directly provide the prime contractor, agency, and the Department, recipient agency, or federal funding agency on an ongoing basis, current, complete and accurate information regarding (1) work performed on the project; (2) payments; and (3) proposed changes, if any, to the foregoing arrangements.

I agree to provide written notice to the recipient agency or Unfunded Certification/Programs of any material change in the information contained in the original application within 30 calendar days of such change (e.g., ownership changes, address/telephone number, personal net worth exceeding $1.32 million, etc.).

I acknowledge and agree that any misrepresentations in this application or in records pertaining to a contract or subcontract will be grounds for revocation of my certification, suspension and debarment, and for initiating action under federal and/or state law concerning false statements, fraud or other applicable offenses.

I certify that I am a socially and economically disadvantaged individual who is an owner of the above-referenced firm seeking certification as a Disadvantaged Business Enterprise. In support of my application, I certify that I am a member of one or more of the following groups, and that I have held myself out as a member of the group(s): (Check all that apply):

- Female
- Black American
- Hispanic American
- Native American
- Asian-Pacific American
- Subcontinent Asian American
- Other (specify)

I certify that I am socially-disadvantaged because I have been subjected to racial or ethnic prejudice or cultural bias, or have suffered the effects of discrimination, because of my identity as a member of one or more of the groups identified above, without regard to my individual qualities.

I further certify that any personal net worth does not exceed $1.32 million, and that I am economically disadvantaged because my ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who meet socially and economically disadvantaged.

I declare under penalty of perjury that the information provided in this application and supporting documents is true and correct.

Signature

(DBE/ACDBE Applicant) (Date)

NOTARY CERTIFICATE

U.S. DOT Uniform DBE/ACDBE Certification Application • Page 13 of 14
Appendix G to Part 26—Personal Net Worth Statement
# Personal Net Worth Statement

For DBE/ACDBE Program Eligibility

As of [Date]

This form is used by all participants in the U.S. Department of Transportation's Disadvantaged Business Enterprise (DBE) Programs. Each individual owner of a firm applying to participate as a DBE, or ACDBE, whose ownership and control are relied upon for DBE certification, must complete this form. Each person signing this form authorizes the Unified Certification Program (UCP) to verify the accuracy of the information provided. The U.S. Department of Transportation, the agency that administers the DBE programs, may not rely on the certificates of DBE status that are not verified. The U.S. Department of Transportation reserves the right to disapprove any DBE program participation for any reason, including failure to meet the requirements for DBE status.

**Name**

<table>
<thead>
<tr>
<th>Residence Address (As reported to the IRS)</th>
<th>Business Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>City, State and Zip Code</td>
<td>Residence Phone</td>
</tr>
</tbody>
</table>

**Business Name of Applicant Firm**

**Spouse’s Full Name**

(Marital Status: Single, Married, Divorced, Union)

---

### ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>(Omit Credits)</th>
<th>LIABILITIES</th>
<th>(Omit Credits)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and Cash Equivalents</td>
<td>$</td>
<td>Loan on Life Insurance</td>
<td>$</td>
</tr>
<tr>
<td>(Complete Section 3)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retirement Accounts (IRA, 401(k), 403(b),</td>
<td>$</td>
<td>Mortgages on Real Estate Excluding Primary Residence Debt</td>
<td>$</td>
</tr>
<tr>
<td>Pension Plans, etc.) (Complete Section 5)</td>
<td></td>
<td>(Complete Section 4)</td>
<td></td>
</tr>
<tr>
<td>Brokerage, Investment Accounts</td>
<td>$</td>
<td>Notes, Obligations on Personal Property</td>
<td>$</td>
</tr>
<tr>
<td>Assets Held in Trust</td>
<td>$</td>
<td>(Complete Section 6)</td>
<td></td>
</tr>
<tr>
<td>Loans to Shareholders &amp; Other Receivables</td>
<td>$</td>
<td>Notes &amp; Accounts Payable to Banks and Others</td>
<td>$</td>
</tr>
<tr>
<td>(Complete Section 6)</td>
<td></td>
<td>(Complete Section 2)</td>
<td></td>
</tr>
<tr>
<td>Real Estate Excluding Primary Residence</td>
<td>$</td>
<td>Unpaid Taxes</td>
<td>$</td>
</tr>
<tr>
<td>(Complete Section 6)</td>
<td></td>
<td>(Complete Section 8)</td>
<td></td>
</tr>
<tr>
<td>Life Insurance Cash Surrender Value Only</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Complete Section 5)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Personal Property and Assets (Complete Section 6)</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business Interests Other Than the Applicant Firm</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Complete Section 7)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Assets</td>
<td>$</td>
<td>Total Liabilities</td>
<td>$</td>
</tr>
</tbody>
</table>

**NET WORTH**

---

### Section 2. Notes Payable to Banks and Others

<table>
<thead>
<tr>
<th>Name of Noteholder(s)</th>
<th>Original Balance</th>
<th>Current Balance</th>
<th>Payment Amount</th>
<th>Frequency (monthly, etc.)</th>
<th>How Secured or Endorsed Type of Collateral</th>
</tr>
</thead>
</table>

---

U.S. DOT Personal Net Worth Statement for DBE/ACDBE Program Eligibility • Page 1 of 5
Section 3. Brokerage and custodial accounts, stocks, bonds, retirement accounts. (Full Value) (Use attachments if necessary)

<table>
<thead>
<tr>
<th>Name of Security / Brokerage Account / Retirement Account</th>
<th>Cost</th>
<th>Market Value Quotation/Exchange</th>
<th>Date of Quotation/Exchange</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Section 4. Real Estate Owned (including Primary Residence, Investment Properties, Personal Property leased or Rented for Business Purposes, Farms Properties, or any Other Income Producing property. (List each parcel separately. Attach additional sheets if necessary).

<table>
<thead>
<tr>
<th>Type of Property</th>
<th>Primary Residence</th>
<th>Property B</th>
<th>Property C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
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</tr>
</tbody>
</table>

Date Acquired and Method of Acquisition (purchase, inherit, divorce, gift, etc.)

Name and Street

Purchase Price

Present Market Value

Source of Market Valuation

Name of all Mortgage Holders

Mortgage Acc # and balance (as of date of form)

Equity line of credit balance

Amount of Payment Per Month/Year (Specify)

Section 5. Life Insurance Held (Give face amount and cash surrender value of policies, name of insurance company and beneficiaries).

<table>
<thead>
<tr>
<th>Insurance Company</th>
<th>Face Value</th>
<th>Cash Surrender Amount</th>
<th>Beneficiaries</th>
<th>Loan on Policy Information</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

J.S. DOT Personal Net Worth Statement for DBE/ACDBE Program Eligibility • Page 2 of 5
### Section 6. Other Personal Property and Assets (List attachments as necessary)

<table>
<thead>
<tr>
<th>Type of Property or Asset</th>
<th>Total Fair Value</th>
<th>Amount of Liability (Balance)</th>
<th>Is this asset insured?</th>
<th>Loan or Note Amount and Terms of Payment</th>
</tr>
</thead>
</table>

- Automobiles and Vehicles (including recreational vehicles, motorcycles, boats, etc.) Include personally owned vehicles that are leased or rented to businesses or other individuals.

- Household Goods / Jewelry

- Other (List)

#### Accounts and Notes Receivable

### Section 7. Value of Other Business Investments, Other Businesses Owned (excluding applicant firm)

- Sole Proprietorships, General Partnerships, Joint Ventures, Limited Liability Companies, Closely Held and Publicly Traded Corporations

### Section 8. Other Liabilities and Unpaid Taxes (Describe)

### Section 9. Transfer of Assets: Have you within 3 years of this personal net worth statement, transferred assets to a spouse, domestic partner, relative, or entity in which you have an ownership or beneficial interest including a trust? (Yes / No) **Yes**

I declare under penalty of perjury that the information provided in this personal net worth statement and supporting documents is complete, true and correct. I certify that no assets have been transferred to any beneficiary for less than fair market value in the last two years. I recognize that the information submitted in this application is for the purpose of financing certification approval by a government agency. I understand that a government agency may, by means it deems appropriate, determine the accuracy and truth of the statements in the application and this personal net worth statement, and I authorize such an agency to contact any entity named in the application or the personal financial statement, including the names, banking institutions, credit agencies, contractors, clients, and other certifying agencies for the purpose of verifying the information supplied. By stating the named firm's eligibility, I acknowledge and agree that any misrepresentations in this application or in records pertaining to a contract or subcontract will be grounds for terminating any contract or subcontract which may be awarded, delayed, or revoked for certification, suspension and debarment, and for initiating action under federal or state law concerning false statement, fraud, or other applicable offenses.

**NOTARY CERTIFICATE**

[Insert applicable state acknowledgment, affirmation, or oath]

In collecting the information required by this form, the Department of Transportation complies with Federal Freedom of Information and Privacy Act (5 U.S.C. 552 and 552a) provisions. The Privacy Act provides comprehensive protection for your personal information. This notice is intended to inform, protect, disclose, submit, and document. You information will not be disclosed to third parties without your consent. The information collected will be used solely to determine your firm's eligibility to participate in the Disadvantaged Business Enterprise (DBE) Program or other Commodity DBE Programs as defined in 49 C.F.R. Parts 23 and 26. You may receive DOT's complete Privacy Statement in its Financial Notice published on April 11, 2005 (95 FR 19672).

- U.S. DOT Personal Net Worth Statement for DBE/ACDBE Program Eligibility • Page 3 of 5
General Instructions for Completing the Personal Net Worth Statement for DBE/ACDBE Program Eligibility

Please do not make adjustments to your figures pursuant to U.S. DOT regulations 49 C.F.R. Parts 23 and 26. The agency to which you apply will use the information provided on your completed Personal Net Worth (PNW) Statement to determine whether you meet the economic disadvantage requirements of 49 C.F.R. Parts 23 and 26. If there are discrepancies or questions regarding your form, it may be returned to you for correction and completion again.

An individual’s personal net worth according to 49 C.F.R. Parts 23 and 26 includes only his or her own share of assets held separately, jointly, or as community property with the individual’s spouse and excludes the following:

- Individual’s ownership interest in the applicant firm.
- Individual’s equity in his or her primary residence.
- Tax and interest penalties that would accrue if retirement savings or investments (e.g., pension plans, Individual Retirement Accounts, 401(k) accounts, etc.) were distributed at the present time.

Include in the form, if any items are jointly owned. If the personal net worth of the majority owner(s) of the firm exceeds $1.32 million, as defined by 49 C.F.R. Parts 23 and 26, the firm is not eligible for DBE or ACDBE certification. If the personal net worth of the majority owner(s) exceeds the $1.32 million cap at any time after your firm is certified, the firm is no longer eligible for certification. Should that occur, it is your responsibility to contact your certifying agency in writing to advise that your firm no longer qualifies as a DBE or ACDBE. You must fill out all line items on the Personal Net Worth Statement.

If necessary, use additional sheets of paper to report all information and details. If you have any questions about completing this form, please contact one of the UCP certifying agencies.

Assets

All assets must be reported at their current market value as of the date of your statement. *Estimated value for real estate, for example, is not acceptable. Assets held as a trust should be included.*

Cash and Cash Equivalents: On page 1, enter the total amount of cash or cash equivalents in bank accounts, including checking, savings, money market, certificates of deposit held domestic or foreign. Provide copies of the bank statement.

Retirement Accounts, IRA, 401Ks, 403Bs, Pensions: On page 1, enter the full value minus tax and interest penalties that would apply if assets were distributed at the date of the form. Describe the number of shares, name of securities, cost market value, date of quotation, and total value in section 3 on page 2.

Brokerage and Custodial Accounts, Stocks, Bonds, Retirement Accounts: Report total value on page 1, and on page 2, section 3, enter the name of the security, brokerage account, retirement account, etc., that each market value of the asset, total date of quotation; and total value as of the date of the PNW statement.

Assets Held in Trust: Enter the total value of the assets held in trust on page 1, and provide the names of beneficiaries and trustees, and other information in Section 6 on page 3.

Loans to Shareholders and Other Receivables Not Listed: Enter amounts owed to you from your firm, from any other business entity in which you hold an ownership interest, and other receivables not listed above. Complete Section 6 on page 3.

Real Estate: The total value of real estate excluding your primary residence should be listed on page 1. In section 4 on page 2, please list your primary residence in column 1, including the address, method of acquisition, date of acquisition, names of deed, purchase price, present market value, source of market valuation, names of all mortgage holders, mortgage account number and balance, equity line of credit balance, and amount of payment. List this information for all real estate held. Please ensure that this section contains all real estate owned, including rental properties, vacation properties, commercial properties, personal property leased or rented for business purposes, farm properties, and any other income producing properties, etc. Attach additional sheets if needed.

Life Insurance: On page 1, enter the cash surrender value of this asset. In section 5 on page 2, enter the name of the insurance company, the face value of the policy, cash surrender value, beneficiary name, and loans on the policy.

Other Personal Property and Assets: Enter the total value of personal property and assets you own on page 1. Personal property includes motor vehicles, boats, trailers, jewelry, furniture, household goods, collectibles, clothing, and personally owned vehicles that are leased or rented to businesses or other individuals. In section 6 on page 3, list these assets and enter the present value, the balance of any liabilities, whether the asset is insured, and any other information and terms of payments. For accounts and notes receivable, enter the total value of all monies owed to you personally, if any. This should include shareholder loans to the applicant firm, if these exist. If the asset is insured, you may be asked to provide a copy of the policy. You may also be asked to provide a copy of any loans or notes on the property.

Other Business Interests Other than Applicant Firm: On page 1, enter the total value of your other business interests (excluding the applicant firm). In section 7 on page 3, enter information concerning the businesses you
hold an ownership interest in, such as sole proprietors,
partnerships, joint ventures, cooperatives, or limited liability
corporations (other than the applicant firm). Do not reduce
the value of these entries by any loans from the outside firm
to the DBE/ACDBE applicant business.

Liabilities

Mortgages on Real Estate: Enter the total balance on all
mortgages payable on real estate on page 1.

Loans on Life Insurance: Enter the total value of all loans
due on life insurance policies on page 1, and complete
section 5 on page 2.

Notes & Accounts Payable to Bank and Others: On page
1, section 2, enter details concerning any liability, including
name of noteholder, original and current balances, payment
terms, and security/collateral information. The entries should
include automobile installment contracts. This should not,
however, include any mortgage balances as this information
is captured in section 4. Do not include loans for your
business or mortgages for your properties in this section.
You may be asked to submit copies of note/security
agreements and the most recent account statements.

Other Liabilities: On page 1, enter the total value due on all
other liabilities not listed in the previous entries. In section
2, page 3, report the name of the individual obligated, names
of co-signers, description of the liability, the name of the
entity owed, the date of the obligation, payment amounts and
terms. Note: Do not include contingent liabilities in this
section. Contingent liabilities are liabilities that belong to
you only if an event(s) should occur. For example, if you
have co-signed on a relative’s loan, but you are not
responsible for the debt until your relative defaults, that is a
contingent liability. Contingent liabilities do not count
toward your net worth until they become actual liabilities.

Unpaid Taxes: Enter the total amount of all taxes that are
currently due, but are unpaid on page 1, and complete
section 4 on page 3. Contingent tax liabilities or anticipated
taxes for current year should not be included. Describe in
detail the name of the individual obligated, names of co-
signers, the type of unpaid tax, to whom the tax is payable,
due date, amount, and to what property, if any, the tax lien
attaches. If none, state “NONE.” You must include
documentation, such as tax liens, to support the amounts.

Transfers of Assets:

Transfers of Assets: If you checked the box indicating yes
on page 3 in this category, provide details on all asset
transfers (within 2 years of the date of this personal net
worth statement) to a spouse, domestic partner, relative, or
terms in which you have an ownership or beneficial interest
including a trust. Include a description of the asset names of
individuals on the deed, title, note or other instrument
indicating ownership rights; the names of individuals
receiving the assets and their relations to the transferor; the
date of the transfer; and the value or consideration received.
Submit documentation requested on the form related to the
transfer.

Affidavit

Be sure to sign and date the statement. The Personal Net
Worth Statement must be authorized.

U.S. DOT Personal Net Worth Statement for DBE/ACDBE Program: Eligibility • Page 5 of 5

[79 FR 59617, Oct. 2, 2014]
Sarah T. Brooks  
Assistant General Counsel

June 29, 2020

VIA EMAIL (mmwendel@flylcpa.com)  
Ms. Melissa M. Wendel, CPPO  
Procurement Manager  
Lee County Port Authority  
Southwest Florida International Airport  
11000 Terminal Access Road, Ste. 8671  
Fort Myers, FL 33913

RE: Bid Protest - Solicitation No. RFB20-34MMW; Solicitation Title: Rehabilitation of Taxiways A, F, and G2 Southwest Florida International Airport (“Project”)

Ms. Wendel:

As counsel for Preferred Materials, Inc. (“PMI”) of 4636 Scarborough Drive, Lutz, FL 33559, I am writing to formally protest Lee County Port Authority’s (“LCPA”) stated intention to award the above contract to Ajax Paving Industries of Florida, Inc. (“Ajax”). PMI received LCPA’s Notice of Intended Decision to recommend award to Ajax on June 19, 2020 and filed its Notice of Intent to File a Protest on June 23, 2020. As such, this protest is timely. Further, PMI is not aware of any disputed material facts as of the date of this submission. A copy of the required protest bond is also attached hereto.

As you are aware, PMI submitted a bid to construct the Project on April 30, 2020. The bid package submitted was complete and LCPA accepted the package without incident. LCPA notified PMI via written correspondence on June 3, 2020 that LCPA deemed PMI’s bid nonresponsive because LCPA alleges that PMI failed to negotiate in good faith with qualified and interested DBEs because the information that PMI submitted with its bid failed to adequately document DBE commitments or demonstrate adequate good faith efforts in pursuing DBE participation as defined in 49 C.F.R. § 26.53 and Appendix A of such regulation. PMI appealed LCPA’s decision on June 4, 2020 and the matter is set for hearing on July 21, 2020. Subsequently, LCPA issued its Notice of Intended Decision on June 19, 2020, advising of its intent to award the Project to Ajax as the only remaining responsive and responsible bidder. PMI believes that both LCPA’s decision to deem PMI’s bid nonresponsive and LCPA’s decision to award to Ajax are improper as explained more fully herein, and, in correction of the error and as required by Florida law, such award should be made to the lowest responsive and responsible bidder – PMI. Awarding this Project contract to PMI saves LCPA and taxpayers $154,207.70 when compared to Ajax’s bid.

(1) IN FULL COMPLIANCE WITH PART E OF THE BID DOCUMENTS AND 49 C.F.R. § 26.53 AND THE RELATED APPENDIX A, PMI DEMONSTRATED AND DOCUMENTED ITS GOOD FAITH EFFORTS TO MEET THE PROJECT DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) GOAL

Part E of the bid documents states in relevant part, “[C]ontractors shall take all necessary and reasonable steps to ensure that DBEs have adequate opportunities to compete for and perform contracts under this project… In order to be considered responsible and responsive, bidder must make good faith efforts to meet the identified DBE goal. This may be accomplished in one of two ways: (1) By meeting the project DBE goal and documenting the commitments with the DBE firm(s); or (2) By providing documentation of the bidder’s good faith efforts to meet the project goal.” See also 49 C.F.R. Part 26, Appendix A, Subsection I. PMI was unable to obtain meaningful responses from its solicitations for DBE participation and those quotations that it did receive were not competitive.
Therefore, PMI was unable to document commitments with DBE firms. Consequently, PMI submitted documentation of its good faith efforts to meet the Project DBE goal. In full compliance with Part E of the bid documents, PMI provided to LCPA in its bid condensed documentation and subsequently, and upon request of LCPA, provided expanded explanation detailing its efforts. The condensed documentation contained the following: (1) invitations sent to DBE contractors on April 13, 2020 and April 20, 2020, (2) copies of emails and sent receipts for the invitations, (3) copies of the newspaper articles published in the Naples Daily News, a minority-targeted newspaper that LCPA procurement staff referred PMI to for purposes of advertising for and soliciting bids from minority-owned businesses, on April 5, 2020 and April 14, 2020 advertising the Project and encouraging DBE contractors to participate, and (4) quotations PMI obtained from DBE contractors. PMI further detailed its analysis of DBE participation in correspondence directed to LCPA on June 4, 2020, a copy of which is attached hereto as Exhibit A and incorporated as if set forth fully herein. LCPA’s “determination concerning the sufficiency of [PMI’s] good faith efforts is a judgment call.” 49 C.F.R. Part 26, Appendix A, Subsection II. Thus, it is within LCPA’s discretion to determine whether the actions PMI undertook in seeking DBE participation were sufficient to meet requirements. In its effort to meet the contractual and regulatory requirements, PMI sought and followed LCPA’s procurement staff’s recommendations regarding obtaining DBE participation, including publication in the Naples Daily News, in actively and aggressively trying to obtain DBE participation. Any allegation by LCPA that PMI’s efforts were insufficient and failed to meet the requirements lacks merit.

Moreover, PMI received a limited number of responses and uncompetitive quotes from DBEs, which, if utilized, would have resulted in an additional approximately $700,000 spend of taxpayer dollars. 49 C.F.R. § 26.53 and Appendix A expressly state that PMI is not required to accept and utilize DBE quotes in its bid where the price difference is excessive or unreasonable. Certainly, whether looked at individually quote by quote or in the aggregate, an additional spend of $700,000 of taxpayer money is not reasonable in order to utilize DBE subcontractors over non-DBE subcontractors or self-performance. The quote that PMI received from DBE Ongrade Contracting, Inc. (“Ongrade”) for sitework was thirty-two percent (32%) higher than PMI’s cost to self-perform. Such differential is unequivocally unreasonable and excessive and considered alone would have meant that PMI was not the low bidder given the other pay items in the bid package. The quote PMI received from DBE contractor Baja Electrical Services Inc. was fifteen percent (15%) higher than the quote received from non-DBE firm AIS. Again, a 15% cost increase for the electrical scope is excessive and unreasonable. PMI also obtained two DBE quotes for geo fabric installation. Ongrade’s quote was contingent upon acceptance of its pricing for the sitework which, again, was 32% higher than PMI’s cost to self-perform, therefore PMI could not use Ongrade for geo fabric. Kate’s Enviro Fencing submitted a quote that was forty-one percent (41%) higher than PMI’s cost to self-perform which is unreasonable and excessive. PMI contacted numerous DBE contractors, in addition to published solicitations, for quotes for milling/clean-up, thermo placement, sod, trucking, survey, and MOT and did not receive a single quote in response. Further, PMI submitted to LCPA documentation of these efforts.

PMI remains open to utilizing DBE subcontractors if and wherever possible consistent with past practice and in full compliance with DBE programs. Should PMI receive additional responses from DBE contractors, PMI remains willing and amenable to utilizing DBE contractors wherever reasonably possible.

(2) AJAX’S BID IS AT BEST NON-RESPONSIVE AND AT WORST FRAUDULENT IN ITS REPRESENTATION OF PROPOSED DBE PARTICIPATION

Again, Part E of the bid documents states in relevant part, “In order to be considered responsible and responsive, bidder must make good faith efforts to meet the identified DBE goal. This may be accomplished in one of two ways: (1) By meeting the project DBE goal and documenting the commitments with the DBE firm(s); or (2) By providing documentation of the bidder’s good faith efforts to meet the project goal.” See also 49 C.F.R. Part 26, Appendix A, Subsection I. Upon review of Ajax’s bid submission, it did not provide documentation of good faith efforts, but rather submitted certification of meeting the Project goal of 14% DBE participation. Ajax certifies on its Form 9, page 41 of the bid
package, that it is utilizing Ongrade to perform a commercially useful function in completing $1,605,000.00 worth of work on the Project described as “sitework and miscellaneous MOT/security.” However, (1) the bid line items for those categories do not total $1,605,000.00, (2) Ongrade is not qualified or certified to perform MOT or security, and (3) if Ajax does intend for Ongrade to perform $1,605,000.00 worth of work on the Project then the only way to accomplish the same would be to employ a pass-through scheme whereby Ongrade would not be performing a commercially useful function and for which Ajax would claim DBE credit, and therefore both Ajax and Ongrade would be committing DBE fraud. In fact, the first red flag indicator on the Office of the Inspector General’s list of “Red Flag” Indicators of DBE Fraud is “DBE owner lacking background, expertise, or equipment to perform subcontract work.” See Red Flag Indicators attached hereto as Exhibit B. At a minimum, Ongrade lacks background and expertise to perform the MOT scope, the security scope, and whatever the remaining undefined approximately $600,000.00 of work that Ongrade must perform to meet the $1,605,000.00 commitment.

Ajax’s bid claims to meet the 14% DBE participation goal at a lump sum amount of $1,605,000.00 or a nearly perfectly round 14% by utilizing Ongrade Contracting, Inc. (“Ongrade”); however, the pay items for which Ongrade will perform work only tabulate to $1,021,668.14 (sitework, MOT, and security), leaving $583,331.86 unaccounted for. Ajax’s bid reflects that Ongrade, the sole proposed DBE contractor, will perform “sitework and miscellaneous MOT/security.” Even if Ongrade were to perform every bid line item for each of the three categories, those items only total $1,021,668.14. Assuming that Ongrade is certified to perform all three categories, which PMI disputes, the total work falls $583,331.86 short of the claimed $1,605,000.00 of work that Ajax has certified will be performed by the DOT contractor. Further, and conveniently, $1,605,000 represents 14.04% of the bid price which just meets the 14% DBE goal for the Project. Not only does Ajax’s bid not reflect that Ongrade (or any DBE) will perform $1,605,000.00 work, it appears to have arbitrarily attributed the 14% value to Ongrade’s work for the sole purpose of fraudulently appearing to meet the DBE project goal.

Moreover, Ajax seeks to claim DBE participation credit for MOT and security, items for which Ongrade is neither qualified nor certified. The regulations prohibit DBE credit for work performed by a DBE for which it is not certified to perform. Therefore, Ajax cannot claim DBE credit for Ongrade performing MOT and security and other as yet undefined miscellaneous work that it also may not be qualified or certified to perform. In further support, and upon review of Ongrade’s quote to PMI which was included in its good faith effort documentation, Ongrade did not price either MOT or security because it is not qualified or certified to perform the same. Further, Ongrade does not quote MOT or security work in its market. If Ongrade were a contractor that performs such work, it would have quoted PMI for that work as well. Why did Ongrade also not quote PMI for the approximately $600,000.00 of work it has committed to perform for Ajax? The only rational explanation is that Ajax and Ongrade conspired to defraud LCPA to purportedly meet the DBE goal for the Project.

Ajax necessarily either intends to utilize Ongrade to perform work on the Project for which Ongrade is not certified or qualified or Ajax intends to employ an impermissible and fraudulent pass-through scheme to obtain DBE participation credit, neither of which is legal or proper. Ajax is only entitled to DBE credit when the DBE performs a commercially useful function. Under the terms established in 29 C.F.R. § 26.55, a DBE firm performs a commercially useful function when it is responsible for execution of the work of the contract or a distinct element of the work by actually performing, managing, and supervising the work involved. To the extent that Ajax intends to claim DBE credit for work that will actually be performed by either Ajax or other non-DBE contractors, for which Ongrade will not be performing a commercially useful function, it is improper and fraudulent. Thus, Ajax cannot meet the DBE commitment that it has made. For these reasons alone, Ajax cannot be a responsive or responsible bidder.

Finally, and perhaps most significantly for purposes of a successful protest, on its face, Ajax’s bid fails to conform to the Project specifications and requirements for bid submission because it fails to itemize DBE pay items that have an associated unit price and quantity and fails to state each type of work the DBE is qualified to perform. Ajax’s bid is also nonresponsive because on its Form 10, page 42 of the
bid package, it lists Ongrade’s work as a single lump sum item that conveniently and inexplicably
amounts to 14% of its bid price, rather than itemizing the pay items that have a specific unit price and
quantity. In addition, Ajax fails to state each type of work Ongrade is qualified to perform. Bids are
regularly rejected as nonresponsive for mistakes such as these that Ajax made in its bid submission.
Ajax’s bid should be deemed nonresponsive and rejected on these grounds alone.

Based upon a review of the bid tabulations, it is evident that PMI is the rightful low responsive and
responsible bidder for this Project. Florida law defines a responsive bidder as “one that has submitted
a bid, proposal, or reply that conforms in all material respects to the solicitation.” See Am. Eng’g & Dev.
Corp v. Town of Highland Beach, 20 So.3d 1000, 1001 (Fla. 4th DCA 2009). In the present case, PMI
is the lowest responsible and responsive bidder, who, according to proper interpretation of law, must
be awarded the contract to construct the Project. Accordingly, PMI respectfully demands that LCPA
adhere to Florida law and the terms of its bid package and award the Project contract to PMI. PMI is
hopeful that LCPA’s actions were taken without an appreciation of the above facts, and that LCPA will
remedy its error. PMI greatly appreciates its longstanding relationship with LCPA. Regrettably,
however, the arbitrary action on the part of LCPA wrongly denies PMI award of this Project contract,
and PMI is prepared to litigate this matter if it proves necessary.

Please accept this as a formal protest of the award of the above Project contract to Ajax. Please
immediately contact me if you require any additional information to complete your review of this matter.
I look forward to hearing from you in the immediate future. All legal rights are expressly reserved.

Yours sincerely,

Sarah T. Brooks
Under this scheme, a contractor misrepresents who performed the contract work in order to increase job profit while appearing to be in compliance with contract goals for involvement of minority- or women-owned businesses.

Are they really meeting ALL the contract goals?

Disadvantaged Business Enterprise (DBE) Fraud

Under this scheme, a contractor misrepresents who performed the contract work in order to increase job profit while appearing to be in compliance with contract goals for involvement of minority- or women-owned businesses.

Recognize and Report Fraud in Federally Funded Programs, Contracts, and Grants

(800) 424-9071

U.S. Department of Transportation
Office of Inspector General
Selected “Red Flag” Indicators of Disadvantaged Business Enterprise (DBE) Fraud

✓ DBE owner lacking background, expertise, or equipment to perform subcontract work
✓ Employees shuttling back and forth between prime contractor and DBE-owned business payrolls
✓ Business names on equipment and vehicles covered with paint or magnetic signs
✓ Orders and payment for necessary supplies made by individuals not employed by DBE-owned business
✓ Prime contractor facilitated purchase of DBE-owned business
✓ DBE owner never present at job site
✓ Prime contractor always uses the same DBE
✓ Financial agreements between prime and DBE contractors
✓ Joint bank accounts (Prime/DBE)
✓ Absence of written contracts

Contact OIG using any of the following methods:

Online complaint form: www.oig.dot.gov/dot-oig-hotline-complaint-form
Telephone: (800) 424-9071
Fax: (704) 556-0732
E-mail: hotline@oig.dot.gov
Mail: USDOT Inspector General
      1200 New Jersey Ave. S.E., Room W73-104A
      Washington, DC 20590

Note: The OIG Hotline is obligated to expeditiously forward all safety-related complaints to USDOT’s safety regulatory agencies for action, as appropriate.
LEE COUNTY PORT AUTHORITY PROTEST

BOND

Bond Number: K40164510
Contract Number: RFB 20-34MMW

KNOW ALL PERSONS BY THESE PRESENTS:

That we, PREFERRED MATERIALS, INC. a (mark one) [ ] corporation, [ ] partnership,
[ ] proprietorship, organized and existing under the laws of the State of Georgia,
5701 E. Hillsborough Ave., Ste. 1122,
and having its principal place of business at Tampa, FL 33610, as PRINCIPAL;
and Federal Insurance Company, a surety company, organized under the laws of the
State of Indiana, and duly authorized to do business in the State of Florida, whose
principal place of business is Whitchouse Station, NJ 08889 as SURETY, are held and firmly bound
unto the LEE COUNTY PORT AUTHORITY (Agency), as OBLIGEE, in the amount of
Ten Thousand and No/100 Dollars ($10,000.00) for the payment of which sum we, as
Principal and Surety, bind ourselves, our heirs, personal representatives, successors and assigns
jointly and severally.

THIS BOND is issued under the provisions of Section 287.042(2)(c), Florida
Statutes (Supp. 1988). The above-named Principal has initiated an administrative protest
regarding the Obligee's decision or intended decision pertaining to
RFB 20-34MMW, Rehabilitation of Taxiways A, F, and G2. Said protest is conditioned upon
the posting of a bond at the time of filing the formal written protest.

NOW, THEREFORE, the condition of this Bond is that if the Principal, after the administrative
hearing process and/or any appellate court proceedings regarding the protest, shall satisfy all
costs and charges allowed by final order and/or judgement, and interest thereon, in the event the Obligee prevails, then the obligation shall be null and void; otherwise it shall remain in full force and effect.

The Obligee may bring an action in a court of competent jurisdiction on this bond for the amount of such liability, including all costs and attorney's fees.

PRINCIPAL: Preferred Materials, Inc.

BY:  

Title: Authorized Employee (CORPORATE SEAL)

ATTEST: Susan Hibbard

SURETY: Federal Insurance Company

BY:  

Title: Tina Davis, Attorney-In-Fact (CORPORATE SEAL)

Florida Licensed Insurance Agent: Tina Davis, Fl. License #P053466
CHUBB
Power of Attorney
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do hereby constitute and appoint Tina Davis, Lisa Hall and Linda Lee Nipper of Salt Lake City, Utah

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 21st day of April, 2020.

Down M. Chioros, Assistant Secretary

Stephen M. Hancy, Vice President

STATE OF NEW JERSEY
County of Hunterdon

On this 21st day of April, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chioros and Stephen M. Hancy, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chioros and Stephen M. Hancy, being by me duly sworn, several and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADIELAA
NOTARY PUBLIC OF NEW JERSEY
No. 2316695
Commission Expires July 16, 2024

CERTIFICATION
Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a 'Written Commitment'):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chioros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,

(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, N. J., this June 22, 2020

Dawn M. Chioros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493
Fax (908) 903-3495
e-mail: surety@chubb.com

Combined FED-VIG-PI-WFIC-AVIC (rev. 11-19)
June 4, 2020

Melissa M. Wendel, CPPO
Procurement Manager

Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Ste. 8671
Fort Myers, FL 33913
239-590-4557

RE: Appeal of Nonresponsive Bid Determination for RFB 20-34MMW: Rehabilitation of Taxiways A, F & G2 ("Project"

Please accept this correspondence as Preferred Materials, Inc.'s ("PMI") formal and timely appeal of Lee County Port Authority's ("LCPA") decision to deem PMI's bid nonresponsive. PMI adamantly disputes LCPA's conclusion that PMI failed to make good faith efforts to meet the Project DBE goal and/or failed to appropriately document such good faith efforts. Instead, PMI made numerous good faith efforts to meet the Project goal and documented the same in its bid submission to LCPA. Such efforts and documentation are detailed further herein.

PMI submitted with its bid documentation including a list of all subcontractors that PMI contacted to participate in the bidding of the Project. After its bid submission and at the express request of LCPA, on May 7, 2020, PMI provided to LCPA a list reflecting only the DBE solicitations that PMI sent out to DBE subcontractors. Please see the same reflected in Attachment A attached hereto for your ease of reference.

The condensed version reflected in Attachment A contains the following: (1) invitations sent to DBE contractors (April 13 and 20, 2020), (2) email/sent receipts for those invitations, (3) copies of the newspaper articles PMI paid to have published in the Naples Daily News advertising the project and encouraging DBE contractors to participate (April 5 and 14, 2020), and (4) quotes obtained from DBE contractors. As LCPA is aware, the Naples Daily News is a minority-targeted newspaper and LCPA procurement staff referred PMI to the newspaper as an appropriate place to advertise to solicit bids from minority-owned businesses.

In addition, the specific scopes of work in PMI's bid submission included: Earthwork, Airport Electrical/lighting, Milling/clean-up, Thermo Placement, Sod, Trucking, Survey, Asphalt placement, QC testing, Geo textile fabric install and Erosion control, MOT, and concrete cutting. These are the only scopes of work from which PMI could solicit DBE participation. PMI summarizes its efforts broken down by scopes of work as follows:

Earthwork- As reflected in Attachment B attached hereto, PMI received a quote from DBE subcontractor On Grade Contracting. The total amount of the submitted quote came to $608,114.09. For the scope of work covered by On Grade Contracting, PMI internal crews were used and that cost is represented in our bid price plus mark-up (also in Attachment B). The total amount to pre-form this work internally came to $414,884.52. This resulted in a price difference of $193,229.57 or just under 32% more expensive to utilize the DBE contractor. 49 C.F.R. § 26.53 Appendix A does not require PMI to accept DBE quotes where
the price difference is unreasonable or excessive. The 32% differential between the DBE quote and PMI's cost is unequivocally excessive. Thus, PMI did not err in not using the DBE quote in its bid submission.

**Airport Electrical/lighting** - Attachment C attached hereto contains quotes for airport electrical/lighting. DBE contractor Baja Electrical Services Inc. submitted a quote in the amount of $3,240,414.00. Our lowest responsible quote came from a non-DBE firm AIS for $2,744,078.40. The difference between the two was $496,335.60 or just over 15% more expensive. Again, it is unequivocally reasonable for PMI to utilize a non-DBE quote in its bid submission where the quote is nearly $500,000 less than the DBE quote.

**Milling/clean up** - Consistent with its prior experience in the local market, PMI was unable to obtain quotes for a DBE milling subcontractor. Historically PMI has not been successful in finding a DBE milling/clean-up subcontractor willing to work in the Southwest Florida area.

**Thermo Placement** - PMI reached out to DBE TCP products of FL on both April 13, 2020 and April 20, 2020 for a quote. However, they were non-responsive and never provided a quote or otherwise returned communication to PMI.

**Sod** - PMI was unable to obtain a quote from a DBE firm for sod placement. PMI has struggled in the past to find subcontractors to provide quotes for sod. If awarded, PMI intends to continue to try and locate a subcontractor with a DBE status to perform the work.

**Trucking** - PMI reached out to both Sabrina's and Liberty trucking on both Apr 13, 2020 and April 20, 2020. However, PMI was unable to obtain a quote from either. During the bid compilation process, PMI did receive interest from another DBE contractor Aler's Hauling, but at the time he was unable to commit to being able to perform. Since PMI submitted its bid, PMI has had positive conservations with Aler's Hauling about possibly working out a deal to perform the hauling for PMI on the Project. As LPCA, trucking is often a scope of work in which contractors can meet DBE participation goals. However, in this case, despite its good faith efforts prior to bid submission, PMI was unable to receive a commitment or quote from a DBE firm. Consistent with its reputation in the industry and past practice, PMI is committed to working with DBE firms whenever possible so long as it makes good financial sense to do so. For this Project, the possibility of utilizing DBE firms to perform trucking services remains should PMI be awarded the Project.

**Survey** - PMI was unable to obtain a quote from a DBE firm for survey. PMI did reach out to DBE contractor Hyatt Survey. However, PMI did not receive a responsive quote.

**QC testing** - DBE contractor Lomski engineering has been a preferred engineering firm for PMI. However, PMI is unable to utilize Lomski on this project due to LPCA already utilizing his services as a VT. PMI was not able to locate another DBE firm that does work in the area to perform this scope of work on the Project.

**Geo fabric installation** - PMI received DBE quotations from both On Grade Contracting and Kates Enviro Fencing. On Grade Contracting's price for this work came to $22,550.40 as compared to PMI's internal cost of $21,798.72. However, On Grade Contracting's price for this scope of work was contingent upon On Grade Contracting also performing the earthwork scope, the price for which was excessive at 32% higher than PMI's cost. If On Grade Contracting would change its position and become willing to separate this scope of work item
PMI would utilize On Grade Contracting's services on the Project. Kate's Enviro Fencing also quoted this work. However, Kate's Enviro Fencing's price for this scope of work came to $38,335.68 which is $15,785.28 or 41% more expensive than PMI's internal cost. Again, PMI is not obligated to utilize a DBE quote where it is excessively more expensive than a non-DBE contractor or the cost to self-perform. Please see the quotes for both On Grade Contracting and Kate's Enviro Fencing attached hereto.

**Erosion control** - PMI also received a quote from Kate's Enviro Fencing for erosion control. The quote was nonresponsive insofar as it provided pricing including only the installation of the fence but not a price for removal. PMI was unable to negotiate a deal with Kate's Enviro Fencing on this item prior to bid submission, but if PMI is able to successfully negotiate a deal with them and PMI is awarded the Project, then PMI intends to utilize their services.

**MOT** - We reached out to Counterstone Barricades on both April 13, 2020 and April 20, 2020, however PMI never received a quote for the work.

To recap, the differences between using internal subcontractors to do the work or non-DBE subcontractors for the scopes of work where PMI received responsive quotes are as follows:

**Earth work** - DBE Quote $608,114.09, internal pricing $414,884.52, difference of $193,229.57 or 32% more expensive to utilize the DBE contractor.

**Airport Electrical/lighting** - DBE quote $3,240,414.00, non DBE contractor $2,744,078.40, difference of $496,335.60 or just over 15% more expensive.

**Geo fabric installation** - DBE $38,335.68, internal pricing $21,798.72 difference of $15,785.28 or 41% more expensive.

In conclusion, the additional cost to utilize DBE subcontractors that quoted the Project would have added just over $700,000 to PMI's total bid price. 49 C.F.R. § 26.53 and Appendix A do not require PMI to accept and utilize DBE quotes in its bid where the price difference is excessive or unreasonable. Certainly, whether looked at individually or in the aggregate, an additional spend of $700,000 of taxpayer money is not reasonable in order to utilize DBE subcontractors over non-DBE subcontractors or self-performance. Further, PMI made good faith efforts in excess of the minimum required by 49 C.F.R. § 26.53 and Appendix A to secure DBE participation on the Project and continues to do so preparing for the possibility of being awarded the Project.

Accordingly, PMI respectfully requests that LCPA accepts PMI's appeal and reverses its decision to deem PMI's bid submission nonresponsive. Please immediately contact me if you require any additional information to complete your review of this matter. I look forward to hearing from you in the immediate future.
Sincerely,

[Signature]

Jacob Unger
Estimating Manager / Authorized Employee
## Project Number: RSWA FG2

### County: Lee

### Location: RSW Taxiway A F G2

### Bid Date: April 30, 2020

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total</th>
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<td>L-108-5.1</td>
<td>304,170.00</td>
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<td>L-108-5.2</td>
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<td>$2,451.60</td>
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<td>L-110-5.2</td>
<td>796.00</td>
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<tr>
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<td>L-125-5.1: L-852A LED Taxiway Centerline Light</td>
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<td>$376,018.00</td>
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<td>L-125-5.2</td>
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<td>L-125-5.2: L-852B LED Taxiway Centerline Light</td>
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<td>L-125-5.9</td>
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<td>L-140-6.1</td>
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<td>L-140-6.2</td>
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<td>L-140-6.2: 3-1.25 Innerduct</td>
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<td>$2,832.50</td>
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</tbody>
</table>

**Sub-Total**: $2,744,078.40  
**Bid Total**: $2,744,078.40

### Notes:

1. The above price is good for a period of 60 days unless reconfirmed in writing.
2. All Taxes and Insurance is included.
3. Staking, survey and layout by Others.
4. Concrete Testing by Others.
5. Sod and asphalt for electrical items is by Others.

---

Doug McIntyre  
04/29/2020
Bid Summary

TRADE PACKAGE: ELECTRICAL / LOW VOLTAGE

GRAND TOTAL FOR TRADE PACKAGE
(considered by CM / GC for low bid award): $3,240,414

NOTICE: This IS a LUMP SUM contract. Basis of award will be based solely on grand total for trade package as a lump sum.

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 # 1 Date: ________ Addendum # 3 Date: ________
Addendum # 2 Date: ________ Addendum # 4 Date: ________

NAME OF BUSINESS (BIDDER): Baja Electrical Service Inc.

AUTHORIZED SIGNATURE: [Signature]

NAME, TITLE, TYPED: David Weisnich (P.M.)

If awarded this Trade Package, the Trade Package contractor will enter into a LUMP SUM contract with CM/GC Company as specified in the project information sheet, invitation to bid and instructions to bidders. CM/GC Company terms and conditions of the purchase order, bound in the project manual, will be the governing document regardless of any statements to the contrary noted in the bidder's form of proposal.

Bidders are required to submit complete bid sheet in its entirety to include the information listed above.
Utilization Statement
Woman/Minority-Owned Business Enterprise (W/MBE)

By completing this form, you should identify and document whether you will meet the Port Authority's WMBE participation goal for this project (12%), and if not, you must identify and provide your firm's good faith efforts documentation to meet the goal.

Certified W/MBE List

<table>
<thead>
<tr>
<th>W/MDBE Firm Name(s)</th>
<th>Type of Work / Specialty</th>
<th>$ Value of Work</th>
<th>Percent of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. BAJA ELECTRIC</td>
<td>ELECTRICAL</td>
<td>$3,240,414</td>
<td>100%</td>
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<td></td>
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<tr>
<td>2.</td>
<td></td>
<td>$</td>
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<td></td>
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<tr>
<td>3.</td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

Attach Additional Sheets as Necessary

The undersigned bidder/ofer or has satisfied the requirements of the bid conditions in the following manner. (Please mark √ appropriate box)

☐ The bidder/ofer or is committed to a minimum of 100% W/MBE utilization on this contract.
☐ The bidder/ofer or, while unable to meet the established goal above, hereby commits to a minimum of ______% W/MBE utilization on this contract and also submits documentation, as an attachment(s) demonstrating good faith efforts (GFE).

<table>
<thead>
<tr>
<th>Total Value of Base Bid</th>
<th>$3,240,414</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total of W/MDBE Subcontract(s) Work</td>
<td>$</td>
</tr>
</tbody>
</table>

Print Bidder's/Offerer's Company Name: BAJA ELECTRIC SERVICES
Print Name of Authorized Representative: DAVID WINCHEL

Company Address: 15170 DEER PASS RD
City: PUNTA GORDA State: FL Zip Code: 33955
Phone Number: 239 656 4186 E-mail: DAVID@BAJA ELECTRIC.NET

The undersigned hereby further assures that the information included herein is true and correct, and that the W/MBE and or DBE firm(s) listed herein, have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Lee County Port Authority and the CMGC.

Signature of Authorized Representative: [Signature]
Date: [Date]
LETTER OF COMMITMENT
Woman/Minority-Owned Business Enterprise
(This page shall be submitted for each proposed WMBE firm)

Bidder/Offeror: Baja Electric Service Inc
Project Name/#: Rehabilitation of Taxways A, F, and G

WMBE Firm: Baja Electric Service Inc
Address: 15170 Debek Pass Rd
City: Punta Gorda
State: FL
Zip: 33955

WMBE Contact Person: Name: David Weiland
E-mail: dave@bajaelectric.net
Phone: (928) 656-4186

<table>
<thead>
<tr>
<th>Work items(s) to be performed by DBE Firm</th>
<th>Quantity/Unit Price</th>
<th>Total Value of Work</th>
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<tr>
<td>ELECTRICAL</td>
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<td>$3,240.414 w</td>
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<tr>
<td>Totals</td>
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</tbody>
</table>

The bidder/offeree is committed to utilizing the above-named WMBE firm for the work described above. The estimated participation is as follows:

Total WMBE contract amount: $3,240,414 w

Affirmation:
The above-named WMBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: [Signature]
(Date: 4/29/20)
(Title:)

*In the event the bidder/offeree does not receive award of bid, any and all representations in this Letter of Commitment and Affirmation shall be null and void.
<table>
<thead>
<tr>
<th></th>
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<th>CONTRACTOR'S QUALITY CONTROL PROGRAM (CQCP)</th>
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<td>C-105-1 MOBILIZATION</td>
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<td>P-101-1 FULL DEPTH ASPHALT PAVEMENT REMOVAL</td>
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<td>L-108-5.1 NO. 8 AWG, 5 KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT</td>
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<td>L-125-5.7 NEW SIZE 3 2-MODULE SIGN ON NEW OR EXISTING CONCRETE FOUNDATION</td>
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<td>L-125-5.8 NEW SIZE 3 3-MODULE SIGN ON NEW OR EXISTING CONCRETE FOUNDATION</td>
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<td>EA</td>
<td>29</td>
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</table>

Revised Official Bid Form
<p>| | | |</p>
<table>
<thead>
<tr>
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<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>44</td>
<td>L-125-5.9</td>
<td>NEW CONCRETE FOUNDATION FOR SIZE 3 2-MODULE SIGN</td>
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<td></td>
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<tr>
<td>45</td>
<td>L-140-6.1</td>
<td>24 STRAND FIBER OPTIC CABLE</td>
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<tr>
<td></td>
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<td>(3)-1.25 INNERDUCT</td>
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<tr>
<td></td>
<td>LF</td>
<td>550</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTICE: Quantity and unit price breakdown not highlighted in green is for informational purposes only. Bidders are responsible for verifying quantities to the degree he/she deems necessary in order to submit a lump sum bid. Quantities and unit prices will NOT be used to determine award in any case. The Grand Total Bid Number only will be used for consideration of low bid award. This is not a unit price contract. Unit prices highlighted in GREEN may be used to make contract adjustments ONLY in the event of a change in the work as approved by the owner. There will be NO adjustments for errors of quantity take offs or variations caused by existing conditions regardless of bidder's basis of information.

Bidder must bid on all bid items. Any bidder not bidding all bid items will be considered nonresponsive and disqualified.

FAA Advisories to be followed (or newer version as updated by FAA): FAA AC 150/5370-2G Operational Safety on Airports During Construction, FAA AC 150/5200-18C Airport Safety Self Inspection, FAA AC 150/5210-5D Painting, Marking & Lighting of Vehicles Used on an Airport, FAA AC 150/5200-33B Hazardous Wildlife Attractants on or Near Airports.

### NOTES / INSTRUCTIONS:

1) All bidders are required to hold their bid prices for 180 days after the date bids are due. Bidder shall provide a Bid Bond with their bid submittal. Bid Bonds shall be provided in the amount of 5% of the Grand Total Bid Number.

2) Contractor shall submit a complete bid including pricing for the entire scope of work and by providing unit costs for each item indicated herein. It shall be the bidder's sole responsibility to ensure formatting and mathematical calculations are precise and correct. Bidders shall provide prices for all items to be considered a complete and responsive bid.

3) Basis for ranking of bids shall be determined by a number of factors including but not limited to the Grand Total Bid Number for all items within the bid schedule.

4) The bidder shall provide a Unit Price and the extended Bid Price for each line item in the bid schedule. Failure to follow bid instructions may be grounds for bid rejection.

5) Prospective responsive low bidder (based on Grand Total Bid Number) will enter into a lump sum contract with the Lee County Port Authority.

6) Estimated quantities herein are published solely for the purpose of establishing the basis for lump sum bid award. Quantities provided that are NOT highlighted in green are for information only. Bidders are solely responsible for verification of contract quantities NOT highlighted in GREEN. Quantities provided that are highlighted in GREEN shall be compensated based upon the final field verified quantity installed in place, assuming placement / installation of said items is deemed compliant to design intent by the CBI and Engineer of Record.

7) The project will be awarded as a lump sum contract according to the low responsive bidders provided Grand Total Bid Number. The Lee County Port Authority desires to make appropriate adjustments to only those items highlighted in GREEN (also indicated with *) as the appropriate case. The pay items highlighted in GREEN shall be compensated based upon the final field verified quantity installed in place, assuming placement / installation of said items is deemed compliant to design intent by the CBI and Engineer of Record. Specification C-105 Percent Within Limits (PWL) calculations will be used for acceptance of material associated with Hot Mix Asphalt Pavement.

8) Specification C-105-1 Mobilization shall be limited to 10 percent of the Grand Total Bid Number.

9) The bidder proposes to furnish all material, equipment and labor to execute all work associated with the project.

10) All project design documents and specifications take precedence over any bid notes mentioned herein.
<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Email Address</th>
<th>Phone</th>
<th>Scope of Work</th>
<th>Contact</th>
<th>Certification</th>
<th>D&amp;B ID</th>
<th>Address</th>
<th>Invite sent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Absolute Erosion Control, LLC</td>
<td><a href="mailto:bids@absoluteerosion.com">bids@absoluteerosion.com</a></td>
<td>407-489-4035</td>
<td>Silt fence</td>
<td>Lenny Casimer</td>
<td>DOT DBE, MBE, TBE</td>
<td>28-4264426</td>
<td>4760 Willamette Cir, Orlando, FL 32806</td>
<td>4/13/2020</td>
</tr>
<tr>
<td>C. Slagter Construction, Inc.</td>
<td><a href="mailto:ranee@slagter.net">ranee@slagter.net</a></td>
<td>516-350-1569</td>
<td>guard rails, hay corral</td>
<td>Ranee</td>
<td>FDOY DBE</td>
<td>45-4217774</td>
<td>3333 SW Westover Ct Palm City, FL 34580</td>
<td>4/13/2020</td>
</tr>
<tr>
<td>Cornerstone Barricades Inc.</td>
<td><a href="mailto:lyn@cornerstonebarricades.com">lyn@cornerstonebarricades.com</a></td>
<td>352-377-6976</td>
<td>DOT work</td>
<td>Lyn Sowell</td>
<td>DBE, MBE, SBE, HUS, HUST, FDOY, DBE</td>
<td>81-0763816</td>
<td>5001 N. Nebraska Ave, Tampa, FL 33603</td>
<td>4/13/2020</td>
</tr>
<tr>
<td>Denver Construction, Inc.</td>
<td><a href="mailto:travis@denver-construction.com">travis@denver-construction.com</a></td>
<td>983-769-7001</td>
<td>concrete walls and flatwork</td>
<td>Travis Lester</td>
<td>DBE, MBE, SBE, HUS, HUST, FDOY, DBE</td>
<td>99-3571944</td>
<td>4270 Holcomb Rd Lake violet FL 33611</td>
<td>4/13/2020</td>
</tr>
<tr>
<td>Giralt Enterprises, Inc.</td>
<td><a href="mailto:geel@gearlinc.net">geel@gearlinc.net</a></td>
<td>305-596-4564</td>
<td>guardrail supplies (no installation)</td>
<td>Pedro Giralt</td>
<td>Selection of FL MBE, SBE Water Quality, DBE, and Veteran owned</td>
<td>65-3063632</td>
<td>12250 SW 94th Street Miami, FL 33186</td>
<td>4/13/2020</td>
</tr>
<tr>
<td>GRADING &amp; BUSH HOG SERVICES, INC.</td>
<td><a href="mailto:geel@gearlinc.net">geel@gearlinc.net</a></td>
<td>305-604-7746</td>
<td>guardrail, mailbox</td>
<td>Scott Griffin</td>
<td>FDOT DBE</td>
<td>59-3159536</td>
<td>274 COLLEGE DR ORANGE PARK, FL 32825</td>
<td>4/13/2020</td>
</tr>
<tr>
<td>HighSpans Engineering, Inc.</td>
<td><a href="mailto:chelenbrook@highspans.com">chelenbrook@highspans.com</a>; <a href="mailto:vinceoz@highspans.com">vinceoz@highspans.com</a>; <a href="mailto:Engineering@Highspans.com">Engineering@Highspans.com</a></td>
<td>339-433-8830</td>
<td>engineering inspection</td>
<td>Scott Griffin</td>
<td>FDOT DBE</td>
<td>59-3198936</td>
<td>274 COLLEGE DR ORANGE PARK, FL 32825</td>
<td>4/13/2020</td>
</tr>
<tr>
<td>Horses First, Inc.</td>
<td><a href="mailto:koolrey@horsestinfoinc.com">koolrey@horsestinfoinc.com</a>; <a href="mailto:kpaudinc@horsestinfoinc.com">kpaudinc@horsestinfoinc.com</a>; <a href="mailto:asmallwood@horsestinfoinc.com">asmallwood@horsestinfoinc.com</a></td>
<td>941-652-3209</td>
<td>com scheduling, planning</td>
<td>Katie Coffey</td>
<td>DBE, MBE, HUS, HUST, WOOST certified</td>
<td>77-0691524</td>
<td>4815 SE Narancia Ave, Port St Lucie, FL 34983</td>
<td>4/13/2020</td>
</tr>
<tr>
<td>Hyatt Survey Services, Inc.</td>
<td><a href="mailto:russel@hydratsurvey.com">russel@hydratsurvey.com</a></td>
<td>341-748-4689</td>
<td>engineering surveying, mapping, on-ground, as built records surveys</td>
<td>Russell Hyatt</td>
<td>FDOT DBE, MBE, WOOST certified</td>
<td>53-0479563</td>
<td>7012 Lema Road Bradenton, Florida 34211</td>
<td>4/13/2020</td>
</tr>
<tr>
<td>KLI Concrete Cutting, Inc.</td>
<td><a href="mailto:rowalder@klilex.com">rowalder@klilex.com</a></td>
<td>904-338-5307</td>
<td>Concrete Cutting and breaking</td>
<td>Robert Walker</td>
<td>FOOT; DBE, MBE, WOOST</td>
<td>47-960910</td>
<td>12296 Bristol Creek Drive JACKSONVILLE, FL 32212</td>
<td>4/13/2020</td>
</tr>
</tbody>
</table>
Hibbard, Susan (Preferred Materials)

From: Unger, Jacob (Preferred Materials)
Sent: Wednesday, May 6, 2020 10:15 AM
To: Hibbard, Susan (Preferred Materials)
Subject: FW: [EXT] URGENT. 20-34MMW: Rehabilitation of Taxiways A, F, G2 - DBE Information
Attachments: [EXT] RSW Rehab Project; DOC042420-042420.pdf; CSA proposal.docx

Morning Susan,

This is the list of the DBE contractors that provided quotes us, the quotes are also attached.

Baja Electric
On Grade contracting
CSA ENVIRONMENTAL SERVICES, LLC

I’ll be in tomorrow to help gather the remaining information if we are still lacking. Again, it seems like majority of the info they are looking for you have already submitted with our initial proposal.

Thanks,

Jacob Unger
Estimating Manager
Southwest FL Region
Asphalt Division

Preferred Materials, Inc.
A CRH COMPANY
5701 E. Hillsborough Avenue Suite 1122
Tampa, Florida 33610

C +1 (941) 302-6371
O +1 (813) 612 5740
D +1 (813) 901 4771
F +1 (813) 664 8528
E jacob.unger@preferredmaterials.com

www.preferredmaterials.com

From: Melissa Wendel <mmwendel@flylcpa.com>
Sent: Wednesday, May 6, 2020 9:41 AM
To: Unger, Jacob (Preferred Materials) <Jacob.Unger@preferredmaterials.com>
Cc: Julio Rodriguez <jaro@flylcpa.com>; Chad Rosenstein <cmrosenstein@flylcpa.com>
Subject: [EXT] URGENT. 20-34MMW: Rehabilitation of Taxiways A, F, G2 - DBE Information

URGENT. Response required within 48 business hours from receipt of this correspondence.

Mr. Unger:
I need to remind you that there is an anti lobbying requirement in place until such time as an award is made and a contract signed. Therefore, please direct all communications to me and only to me.

I want to thank you for your interest in doing business with Lee County Port Authority and for your exercise of diligence in responding to this request.

---

Melissa M. Wendel, CPPO
Procurement Manager

Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Ste. 6671
Fort Myers, FL 33913
239-590-4557

Please note: Florida has a very broad public records law. Most written communications to or from Port Authority employees and officials regarding Port Authority business are public records available to the public and media upon request. Your email communication may be subject to public disclosure.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you are expecting this email and know the contents are safe. ATTENTION: Ce courriel vient de l'extérieur de l'entreprise. Ne cliquerez pas sur les liens, et n'ouvrez pas les pièces jointes, à moins que vous ne connaissiez l'expéditeur du courriel et savez que le contenu est sécuritaire.
Hello Jacob,

Please see attached quote. Sorry it took me so long. I got my quotes late.

FYI, I am not sure if they look at the NAICS codes on the DBE certificate, but I do not want to get you in a pinch with my codes either. We got the Company DBE with codes for my wife, but she does not hold the license, yet. I was told that as long as the Company is on the FDOT DBE list, we were good.

I have mobilization in the quote, and it is in the total price. If I need to change or fix anything, let me know.

Also, if my bid is crazy low for some odd reason.......throw it away or question me about it. Normally mine are not.

Thank you much.

Dave

David Weinrich
Baja Electric Service Inc
dave@bajalectric.net
239-656-4186

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you are expecting this email and know the contents are safe. ATTENTION: Ce courriel vient de l'extérieur de l'entreprise. Ne cliquez pas sur les liens, et n'ouvrez pas les pièces jointes, à moins que vous ne connaissiez l'expéditeur du courriel et savez que le contenu est sécuritaire.
Baja Electric Service Inc
Punta Gorda, FL
239-656-4186

Date 4/29/2020

To: Preferred Materials

RE: Rehabilitation of Taxiway A, F, and G2

Included:

1. Work per plans provided and specified
2. Includes addendums 1, 2, 3, 4

Excluded:

1. Permits or Fees
2. Changes required by Electrical Inspector not in the scope of work
3. Surveying of any type
4. Sod
5. Pavement/Concrete repairs

Our quotation for this project..........................................................$3,240,414.00

Thank you,

David Weinrich
Baja Electric Service Inc
239-656-4186
dave@bajaelectric.net
Bid Summary

TRADE PACKAGE: ELECTRICAL / LOW VOLTAGE

GRAND TOTAL FOR TRADE PACKAGE
(considered by CM / GC for low bid award): $3,240,414

NOTICE: This IS a LUMP SUM contract. Basis of award will be based solely on grand total for trade package as a lump sum.

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 # 1 Date: Addendum # 3 Date:
Addendum # 2 Date: Addendum # 6 Date:

NAME OF BUSINESS (BIDDER): BAJA ELECTRIC SERVICE INC

AUTHORIZED SIGNATURE:

NAME, TITLE, TYPED: DAVID WEINRICH (P.M.)

If awarded this Trade Package, the Trade Package contractor will enter into a LUMP SUM contract with CM/GC Company as specified in the project information sheet, invitation to bid and instructions to bidders. CM/GC Company terms and conditions of the purchase order, bound in the project manual, will be the governing document regardless of any statements to the contrary noted in the bidder's form of proposal.

Bidders are required to submit complete bid sheet in its entirety to include the information listed above.
UTILIZATION STATEMENT  
Woman/Minority-Owned Business Enterprise  
(W/MBE)

By completing this form, you should identify and document whether you will meet the Port Authority's W/MBE participation goal for this project (12%), and if not, you must identify and provide your firm's good faith efforts documentation to meet the goal.

CERTIFIED W/MBE LIST

<table>
<thead>
<tr>
<th>WM/DBE Firm Name(s)</th>
<th>Type of Work / Specialty</th>
<th>$ Value of Work</th>
<th>Percent of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. BAJA ELECTRIC</td>
<td>ELECTRICAL</td>
<td>$3,240,414</td>
<td>100%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

Attach Additional Sheets as Necessary

The undersigned bidder/offeree has satisfied the requirements of the bid conditions in the following manner. (Please mark √ appropriate box)

☐ The bidder/offeree is committed to a minimum of 100% W/MBE utilization on this contract.
☐ The bidder/offeree, while unable to meet the established goal above, hereby commits to a minimum of __% W/MBE utilization on this contract and also submits documentation, as an attachment(s) demonstrating good faith efforts (GFE).

<table>
<thead>
<tr>
<th>Total Value of Base Bid</th>
<th>$ 3,240,414</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total of W/MBE Subcontract(s) Work</td>
<td>$</td>
</tr>
</tbody>
</table>

Print Bidder's/Offer's Company Name: BAJA ELECTRIC SERVICES, INC.
Print Name of Authorized Representative: DAVID WEINRILL

Company Address: 15170 DEER PASS RD
City: Punta Gorda  State: FL  Zip Code: 33955
Phone Number: 239-656-4182  E-mail: DAVID@BAJA-ELECTRIC.NET

The undersigned hereby further assures that the information included herein is true and correct, and that the W/MBE and or DBE firm(s) listed herein, have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Lee County Port Authority and the CMMGC.

Signature of Authorized Representative:  
Date: 

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LETTER OF COMMITMENT
Woman/Minority-Owned Business Enterprise
(This page shall be submitted for each proposed WMBE firm)

**Bidder/Offeror**
- Company Name: Baja Electric Service Inc
- Project Name/#: Rehabilitation of Taxiways A, F, and G2

**WMBE Firm:**
- Company Name: Baja Electric Service Inc
- Address: 15170 Desert Pass Rd
- City: Las Vegas
- State: NV
- Zip: 89118

**WMBE Contact Person:**
- Name: David Weirich
- Phone: 702-656-4186
- E-mail: dave@baja-electric.net

<table>
<thead>
<tr>
<th>Work items(s) to be performed by DBE Firm</th>
<th>Quantity/Unit Price</th>
<th>Total Value of Work</th>
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</thead>
<tbody>
<tr>
<td>ELECTRICAL</td>
<td></td>
<td>$3,240,414.50</td>
</tr>
</tbody>
</table>

The bidder/offeror is committed to utilizing the above-named WMBE firm for the work described above. The estimated participation is as follows:

**Total WMBE contract amount:** $3,240,414.50

**Affirmation:**
The above-named WMBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: [Signature of WMBE Firm's Authorized Representative] 4/29/20

(Date)

(Title)

*In the event the bidder/offeror does not receive award of bid, any and all representations in this Letter of Commitment and Affirmation shall be null and void.*
<table>
<thead>
<tr>
<th></th>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Price</th>
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<tbody>
<tr>
<td>10</td>
<td>C-101-1</td>
<td>CONTRACTOR'S QUALITY CONTROL PROGRAM (CQCP)</td>
<td>LS</td>
<td>1</td>
<td>$0.00</td>
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<td>11</td>
<td>C-105-1</td>
<td>MOBILIZATION</td>
<td>LS</td>
<td>1</td>
<td>$2,250</td>
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<td>12</td>
<td>C-102-1</td>
<td>TEMPORARY EROSION AND POLLUTION CONTROL</td>
<td>LS</td>
<td>1</td>
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<tr>
<td>13</td>
<td>M-102-1</td>
<td>MAINTENANCE OF TRAFFIC AND TEMPORARY CONSTRUCTION ITEMS</td>
<td>LS</td>
<td>1</td>
<td>$0.00</td>
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<tr>
<td>14</td>
<td>M-102-2</td>
<td>SUPPLY AND MAINTENANCE OF RUNWAY CLOSURE MARKERS</td>
<td>EA</td>
<td>2</td>
<td>$0.00</td>
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<td>15</td>
<td>M-103-1</td>
<td>PROJECT SURVEY AND STAKE OUT</td>
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<td>16</td>
<td>M-104-1</td>
<td>SAFETY AND SECURITY</td>
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<td>17</td>
<td>P-101-1</td>
<td>FULL DEPTH ASPHALT PAVEMENT REMOVAL</td>
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<td>18</td>
<td>P-101-2</td>
<td>BITUMINOUS PAVEMENT MILLING (UP TO 3&quot; DEEP NOMINAL)</td>
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<td>CRACK SEALING</td>
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<td>UNCLASSIFIED EXCAVATION</td>
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<td>P-152-2</td>
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<td>23</td>
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<td>LIME ROCK BASE COURSE, 10&quot; THICK</td>
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<td>S-106-1</td>
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<td>T-924-1</td>
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<td>L-100-5.3</td>
<td>ELECTRICAL DEMOLITION</td>
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<td>29</td>
<td>L-100-6.1</td>
<td>TEMPORARY JUMPERS, LIGHTING AND SIGNAGE</td>
<td>LS</td>
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<td>30</td>
<td>L-108-5.1</td>
<td>NO. 8 AWG, 5 KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT</td>
<td>LF</td>
<td>304,170</td>
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<td>31</td>
<td>L-108-5.2</td>
<td>NO. 8 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE, INCLUDING CONNECTIONS AND GROUND RODS</td>
<td>LF</td>
<td>2,266</td>
<td>$0.00</td>
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<td>32</td>
<td>L-110-5.1</td>
<td>NON-ENCASED 1-WAY 2&quot; CONDUIT</td>
<td>LF</td>
<td>454</td>
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<td>33</td>
<td>L-110-5.2</td>
<td>CONCRETE ENCASED 1-WAY 2&quot; CONDUIT</td>
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<td>NON-ENCASED 2-WAY 4&quot; DUCT</td>
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<td>NON-ENCASED 12-WAY 4&quot; DUCT</td>
<td>LF</td>
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<td>L-125-5.1</td>
<td>L-862(L) LED IN-PAVEMENT TAXIWAY CENTERLINE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-868 BASE CAN</td>
<td>EA</td>
<td>229</td>
<td>$235</td>
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<tr>
<td>37</td>
<td>L-125-5.2</td>
<td>L-862(L) LED IN-PAVEMENT TAXIWAY CENTERLINE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-868 BASE CAN</td>
<td>EA</td>
<td>654</td>
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<td>38</td>
<td>L-125-5.3</td>
<td>L-867(L) LED ELEVATED TAXIWAY EDGE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-867 BASE CAN</td>
<td>EA</td>
<td>105</td>
<td>$60</td>
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<td>39</td>
<td>L-125-5.4</td>
<td>NEW SIZE &quot;8&quot; L-867 BASE CAN FOR ANY NEW ELEVATED FIXTURE IN NEW PAVENTMENT</td>
<td>EA</td>
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<td>40</td>
<td>L-125-5.5</td>
<td>NEW SIZE &quot;8&quot; L-868 BASE CAN FOR ANY IN-PAVEMENT FIXTURE IN NEW PAVENTMENT</td>
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<td>$260</td>
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<td>L-125-5.6</td>
<td>ADJUST EXISTING SIZE &quot;8&quot; L-807 BASE CAN TO NEW FINISH GRADE</td>
<td>EA</td>
<td>66</td>
<td>$60</td>
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<td>42</td>
<td>L-125-5.7</td>
<td>NEW SIZE 3 2-MODULE SIGN ON NEW OR EXISTING CONCRETE FOUNDATION</td>
<td>EA</td>
<td>13</td>
<td>$750</td>
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<td>L-125-5.8</td>
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<td>Item</td>
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<td>Unit Price</td>
<td>Total Price</td>
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<tr>
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<tr>
<td>44</td>
<td>NEW CONCRETE FOUNDATION FOR SIZE 3 2-MODULE SIGN</td>
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<td>$1,000.00</td>
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<td>$0.00</td>
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<td>46</td>
<td>(3)-1.25 INNERDUCT</td>
<td>LF</td>
<td>550</td>
<td>$23.75</td>
<td>$12,725.00</td>
</tr>
</tbody>
</table>

**GRAND TOTAL BID NUMBER:** $0.00

**NOTICE:** Quantity and unit price breakdown not highlighted in green is for informational purposes only. Bidders are responsible for verifying quantities to the degree he/she deems necessary in order to submit a lump sum bid. Quantities and unit prices will NOT be used to determine award in any case. The Grand Total Bid Number only will be used for consideration of low bid award. This is not a unit price contract. Unit prices highlighted in GREEN may be used to make contract adjustments ONLY in the event of a change in the work as approved by the owner. There will be NO adjustments for errors of quantity take-offs or variations caused by existing conditions regardless of bidder’s basis of information.

Bidder must bid on all bid items. Any bidder not bidding all bid items will be considered nonresponsive and disqualified.

FAA Advisories to be followed (or newer version as updated by FAA): FAA AC 150/5370-2G Operational Safety on Airports During Construction, FAA AC 150/5200-18C Airport Safety Self Inspection, FAA AC 150/5210-5D Painting, Marking & Lighting of Vehicles Used on an Airport, FAA AC 150/5200-33B Hazardous Wildlife Attractants on or Near Airports.

**NOTES / INSTRUCTIONS:**

1) All bidders are required to hold their bid prices for 180 days after the date bids are due. Bidder shall provide a Bid Bond with their bid submittal. Bid Bonds shall be provided in the amount of 5% of the Grand Total Bid Number.

2) Contractor shall submit a complete bid including pricing for the entire scope of work and by providing unit costs for each item indicated herein. It shall be the bidder’s sole responsibility to ensure formatting and mathematical calculations be precise and correct. Bidders shall provide prices for all items to be considered complete and responsive bid.

3) Basis for ranking of bids shall be determined by a number of factors including but not limited to the Grand Total Bid Number for all items within the bid schedule.

4) The bid shall provide a Unit Price and the extended Bid Price for each line item in the bid schedule. Failure to follow bid instructions may be grounds for bid rejection.

5) Prospective responsive low bidder (based on Grand Total Bid Number) will enter into a lump sum contract with the Lee County Port Authority.

6) Estimated quantities herein are published solely for the purpose of establishing the basis for lump sum bid award. Quantities provided that are NOT highlighted in green are for information only. Bidders are solely responsible for verification of contract quantities NOT highlighted in GREEN. Quantities provided that are highlighted in GREEN shall be compensated based upon the final field verified quantity installed in place, assuming placement/installation of said items is deemed compliant to design intent by the CIE and Engineer of Record.

7) Specification 0-165-1 Mobilization shall be limited to 10 percent of the Grand Total Bid Number.

8) The bidder proposes to furnish all material, equipment and labor to execute all work associated with the project.

9) All project design documents and specifications take precedence over any bid notes mentioned herein.
Florida Department of Transportation
DBE & Small Business Development Manager
Samuel Peires (Sammy)

611430.611710
APPROVED NAICS CODES:
MEETS THE REQUIREMENTS OF 49 CFR, PART 26
BAIA ELECTRIC SERVICE INC
CERTIFICATE OF ELIGIBILITY
DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Florida Unified Certification Program
CSA ENVIRONMENTAL SERVICES, LLC
17771 Wells Road, North Fort Myers, FL 33917
(239) 543-8210 Office (239) 543-2975 Fax
Email- csalandclearing@aol.com
Date: 4-23-20
Customer: Preferred Materials

Proposal * Contract * Change Order
CSA Environmental Services, LLC respectfully submits this quote for services at:
Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW +/- .5 acre

Price-
$ 7,500.00 to push, pile, grub, & dispose of vegetation debris within project limits.

3% of contract amount on Payment/Performance Bond if needed.

Terms for Land Clearing Only-
Unless otherwise stated, price quoted is based upon acreage amount. Should temporary work stoppage
occur wherein no fault of CSA and work is unable to be performed, we then will reschedule the
completion of the work at our next available time and levy reasonable remobilization and rental
charges. CSA is not responsible for removing the following: concrete, steel, fencing, trash, dirt, cattails,
lily pads, muck, or anything other than combustible vegetation. Additional fees are required for the
following services: hand clearing, chemical treatment of exotics, stripping of dirt, excavation, de-
watering, finish grading, disk ing, and mowing. All construction permitting, staking, silt fence, and
project layout shall be completed by contractor prior to CSA commencing work. Contractor is to provide
MOT if needed on project and 2 access onto project site. There will be no back charging honored
without prior discussion and written agreement between both parties. CSA Environmental Services,
their employees, and sub-contractors will not be held liable for any damage to: unmarked or incorrectly
located utilities, private property, streets, drainage ditches, city, county, or state property.

Payment-
CSA submits an invoice at the end of every month and payment is due within 30 days. No retainage is
to be held. If you require retainage, then add 10% to the above quoted price. Interest shall accrue on
all overdue invoices at a rate of 18% per annum. In the event of non-payment, a dispute, or a litigation
arises out of this contract, the customer is responsible for all attorney fees for the collection of payment
and agrees to meet in a Fort Myers venue.

Project Schedule-
Open. This schedule is contingent on delays from rain, burn-ban, and wind conditions. Please contact
Shannen Ayers for further information. 239-872-1292.

Acceptance of this Document-
Your signature to commence services enters you into a binding contract with CSA to provide the services
listed above. This also shows acceptance of terms and pricing herein.

______________________________  ______________________________  ________________
Signature                       Print Name                       Date
Florida UCP DBE Directory

Number of Records Returned: 1
Selection Criteria
Vendor: CSA ENVIRONMENTAL SERVICES LLC

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>CSA ENVIRONMENTAL SERVICES LLC</th>
<th>MBE Certification:</th>
<th>Certified</th>
</tr>
</thead>
<tbody>
<tr>
<td>DBE Certification:</td>
<td>CERTIFIED</td>
<td>Former Name:</td>
<td></td>
</tr>
<tr>
<td>DBA:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business Description:</td>
<td>SITE PREPARATION, CLEARING, GRUBBING</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>17771 WELLS RD NORTH FORT MYERS, FL 33917-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name:</td>
<td>AMY AYERS</td>
<td>Phone:</td>
<td>(239) 543-8210</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:CSALANDCLEARING@AOL.COM">CSALANDCLEARING@AOL.COM</a></td>
<td>Fax:</td>
<td></td>
</tr>
<tr>
<td>Statewide Availability:</td>
<td>N</td>
<td>ACDBE Status:</td>
<td>N</td>
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</table>

Certified NAICS
115310 Support Activities for Forestry
238910 Site Preparation Contractors

Run on: 04/23/2020
Page: 1
Frirsdr, April 24, 2000

TO: PREFERRED MATERIALS

We are pleased to provide a quote for the - RFH 20-54531W: Rehabilitation of Taxiways A, C, and G2 - I have enclosed our scope of work and associated costs.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Units</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 LS</td>
<td>MOBILIZATION</td>
<td></td>
<td>$30,000.00</td>
<td>$30,000.00</td>
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<tr>
<td>4,352 SY</td>
<td>FULL DEPTH ASPHALT PAVEMENT REMOVAL</td>
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<td>$5.33</td>
<td>$45,916.00</td>
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<tr>
<td>2,484 SY</td>
<td>CLEAVING &amp; GRABBING</td>
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<td>$9.83</td>
<td>$24,333.30</td>
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<tr>
<td>2,514 CY</td>
<td>UNCLASSIFIED EXCAVATION</td>
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<tr>
<td>11,746 SY</td>
<td>12&quot; COMPACTED SUBGRADE</td>
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<td>$9.09</td>
<td>$105,714.00</td>
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<tr>
<td>11,746 SY</td>
<td>LIME ROCK BASE COURSE, 10&quot; THICK</td>
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<td>$24.70</td>
<td>$280,116.00</td>
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<tr>
<td>73,569 SP</td>
<td>GEOTEXTILE FABRIC MOISTURE BARRIER</td>
<td></td>
<td>$0.30</td>
<td>$22,150.40</td>
</tr>
<tr>
<td>1,945 CY</td>
<td>TOPSOIL (PAVED SEWER POUR-OFF THE SITE)</td>
<td></td>
<td>$8.56</td>
<td>$16,694.00</td>
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</table>

TOTAL: $608,144.09

If there are any questions or you need any assistance please feel free to contact us. We appreciate the offer to provide you with a quote and we look forward to working with you more in the near future. See terms and exclusions attached.

Thank you,

Debra Walker
President
TERMS:

1. All quotes and prices are good for 15 days, which may then be subject to review or change.
2. All quotes and prices are based on the information received and plans provided for bidding purposes only.
3. Any project change affecting material, design and/or operational procedures that differ from the contract but may be charged in excess.
4. Our estimates will be immediately notified of any operations required beyond the scope of plans and specifications as encountered.
5. If project delays occur, requiring reactivation of our equipment, (due to no fault of our own) the reactivation fee of $3,000.00 per occurrence may be requested.
6. A copy of this proposal must become a part of any contract.
7. Payment is not due (30) days, no discounts.
8. Interest rate of 1.5% shall be applied to all past due balances. Owner/Prime Contractor agrees to pay all collection and attorney fees for collection of past due balances.
9. 100% of mobilization to be paid in first draw.
10. Machine control model and machine control stake out supplied by others.

EXCLUSIONS:

These items are expressly excluded from our standard scope of work unless specifically included in our written scope as is specific to the referenced project.

1. Bonds, fees, permits, and site work permits.
3. Quality Control or onsite Inspection fees.
4. Asphalt or concrete saw cutting, demolition, removal or disposal.
5. All quality control testing.
6. OSHA required safety studies or engineering.
7. Environmental or hazardous material assessments or handling.
8. Excavation or backfill for any and all structural or nonstructural concrete work items including but not limited to retaining walls, gravity walls, wing walls, soundwalls, end walls, box culverts, bridge approach, all types of foundations or any channel excavation or backfill unless channel excavation item is quoted.
9. Sealing, mobilizing, or not.
10. Removal, repair or replacement of existing items.
11. Removal of other items not, dirt and or debris.
12. Excavation or backfill for MSE, Walls and Slopes.
14. Water Quality Monitoring or Monitor Program of Any Kind.
15. Excavation or backfill for any Concrete or Concrete Structures no Matter What Type - This cost is incidental to other work.
16. Any Asphalt Base or Asphalt Stabilization Work Items.
17. If Existing Asphalt is included in Earthwork Quantities and Prime removes those quantities for their own use then Prime must compensate Grade.
18. If the quantities of material removed.
19. Prime and sand HOG included.
Florida UCP DBE Directory

Number of Records Returned: 1
Selection Criteria:
Vendor: ONGRADE CONTRACTING INC

Vendor Name: ONGRADE CONTRACTING INC
DBE Certification: CERTIFIED
DBA: MBE Certification: Former Name:
Business Description: SITE PREPARATION, EXCAVATION, CULVERTS, EROSION CONTROLS, SILT FENCING, GRADING

Mailing Address: 12409 SW SHERI AVE UNIT 101
LAKE SUZY, FL 34269-

Contact Name: DEBRA WALKER
Email: DEBRA@ONGRADECONTRACTING.COM
Phone: (855) 491-7200
Fax: (841) 786-7191
ACDBE Status: N

Statewide Availability: Y
Certified NAICS
237310 Highway, Street, and Bridge Construction
236910 Site Preparation Contractors
238990 All Other Specialty Trade Contractors
484220 Specialized Freight (except Used Goods) Trucking, Local

Run on: 05/08/2020
Page: 1
KATE'S ENVIRO FENCING INC
3435 QUAIL DR
BONITA SPRINGS, FL 34134

Name / Address

Preferred Materials
RFB 30-34MMW
Rehabilitation of Taxiway A,F, G2
SW Florida Intrnatl Airport

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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Date: 4/23/2020
Estimate #: 12893

Price includes material & installation
must be trenchable, layout by others
FORM 9: Utilization Statement: Disadvantaged Business Enterprise (DBE). Note: This form must be submitted with the bidder's bid submittal

By completing this form Bidders must identify and document whether they will meet the Port Authority’s DBE participation goal for this project (14%), and if not, Bidders should identify and document its good faith efforts to meet the goal, as set forth in 49 CFR, Appendix A, Subpart C 26.53.

**CERTIFIED DBE(s) LIST**

<table>
<thead>
<tr>
<th>DBE Firm Name(s)</th>
<th>$ Value of Work</th>
<th>Percent of Total Project</th>
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<tbody>
<tr>
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<td>5.</td>
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<td></td>
</tr>
<tr>
<td>Type of Work/Specialty:</td>
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<td></td>
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</tbody>
</table>

*Attach Additional Sheets as Necessary*

The undersigned bidder has satisfied the requirements of the bid conditions in the following manner.

(please mark appropriate box)

☐ The bidder is committed to a minimum of ___% DBE utilization on this project.

☐ The bidder, while unable to meet the established goal, hereby commits to a minimum of ___% DBE utilization on this project and also submits documentation, as an attachment(s) demonstrating good faith efforts (GFE).

<table>
<thead>
<tr>
<th>Total Value of Base Bid</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total of DBE Subcontract(s) Work</td>
<td>$</td>
</tr>
</tbody>
</table>

Print Bidder(s)/Offeror's Company Name

Print Name of Authorized Representative

Company Address:  
City:  
State:  
Zip Code:  
Phone Number:  
E-mail:  

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein, have agreed to perform a commercial/useful function as described in 49 CFR Part 26.55(c) in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Lee County Port Authority and the CM for this project.

Signature of Authorized Representative  
Date  

41
Florida UCP DBE Directory

Number of Records Returned: 1
Selection Criteria: Vendor: KATES ENVIRO FENCING INC

Vendor Name: KATES ENVIRO FENCING INC  DBE Certification: CERTIFIED  MBE Certification: Certified  Former Name:
Business Description: EROSION CONTROL, SLT FENCING
Mailing Address: 3435 QUAIL DRIVE  BONITA SPRINGS, FL 34134
Contact Name: JOYCE K CONROY  Phone: (239) 948-3116  Fax: (239) 948-3117
Email: KENVIRO66@YAHOO.COM  ACDBE Status: N
Statewide Availability: N

Certified NAICS
238990 All Other Specialty Trade Contractors
Katte's Enviro Fencing Inc.

State of Florida

Woman Business Certification

187 and 199, 187, Florida Statutes, for a period from:

08/20/2019 to 08/20/2021
We have processed your No Change Declaration (NCD) as applicable. Your anniversary date is 12/24/2020.

Message:
Email from: DEOCR HELP@DOJ.LAUX (DEOCR HELP@DOJ.LAUX)
To: kmcclain@anncal.org
Subject: DEOCR HELP@DOJ.LAUX > DEOCR HELP@DOJ.LAUX

NO Change Declaration Acknowledgement

Joyce Canady - kmcclain@anncal.org
PREFERRED MATERIALS INC
5701 E HILLSBOROUGH AVE # 1122

TAMPA, FL 33610-5428

Affidavit of Publication
STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned they serve as the authority, personally appeared said legal clerk who on oath says that he/she serves as Legal Clerk of the Naples Daily News, a daily newspaper published at Naples, in Collier County, Florida; distributed in Collier and Lee counties of Florida; that the attached copy of the advertising was published in said newspaper on dates listed. Affiant further says that the said Naples Daily News is a newspaper published at Naples, in said Collier County, Florida, and that the said newspaper has heretofore been continuously published in said Collier County, Florida; distributed in Collier and Lee counties of Florida, each day and has been entered as second class mail matter at the post office in Naples, in said Collier County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Published: 04/05/2020, 04/14/2020

Subscribed and sworn to before on April 14, 2020:

TARA MONOLOCHI
Notary, State of WI, County of Brown

My commission expires August 6, 2021

Publication Cost: $322.00
Ad No: 0004134634
Customer No: 1307223
PO #: # of Affidavits 1
This is not an invoice
Timestamp
3/31/2020 14:56:17 (CDT)

Publication Date
4/14/2020 0:00:00 (CDT)

Ad Number
4134634

Publication
Naples Daily News

Delivery Method
Both

Number of Affidavits Needed
1

Customer Email
Susan.Hibbard@preferredmaterials.com

Name
PREFERRED MATERIALS

Street
5701 E HILLSBOROUGH AVE # 1122

City
TAMPA

State
FL

ZIP Code
33610

Your Name
Brittany Grady

Email Address
bgrady@gannett.com
INVOICE

All Access Multimedia, Inc.
14965 Technology Ct. Suite #6
Ft. Myers, FL 33912
United States
239-313-5540

Invoice Number: 200053
Invoice Date: April 2, 2020
Payment Due: April 2, 2020
Amount Due (USD): $0.00

BILL TO
Preferred Materials, Inc.
Susan Hibbard
5701 E. Hillsborough Avenue, Suite 1122 Tampa, Florida 33610
Tampa, Florida 33610
United States
Susan.Hibbard@preferredmaterials.com

Description                                  Quantity  Rate  Amount
Advertising - Nuevos Ecos                     1        $495.00  $495.00

Total:                                        $495.00

Payment on April 2, 2020 using Visa ending in 8850:

Amount Due (USD): $0.00

Thank you for the opportunity to serve.

https://accounting.waveapps.com/invoices/980532/export/9044077735332474645/41427175...  4/2/2020
Good morning,
I would like information on how to place an ad and what areas you serve.
Thank you,

Susan Hibbard
Contracts/Estimating Assistant

Preferred Materials, Inc.
A CRH COMPANY
5701 E. Hillsborough Avenue, Suite 1122
Tampa, Florida 33610

O +1 (813) 612 5740
D +1 (813) 901 4763
F +1 (813) 664 8526
E susan.hibbard@preferredmaterials.com

www.preferredmaterials.com

---

Call my direct number highlighted in red.

Thank you

Susan Hibbard
Contracts/Estimating Assistant

Preferred Materials, Inc.
A CRH COMPANY
5701 E. Hillsborough Avenue, Suite 1122
Tampa, Florida 33610

O +1 (813) 612 5740
D +1 (813) 901 4763
F +1 (813) 664 8526
E susan.hibbard@preferredmaterials.com

www.preferredmaterials.com
AFFIDAVIT OF PUBLICATION OF NEWSPAPER

THE ESTATE OF FLORIDA

County of Lee

I, Jose Fernandez, being duly sworn and say. I am the director of NUEVOS ECOS, a twice-a-month newspaper published at Fort Myers, county of Lee, State of Florida; that said newspaper is in general circulation in the counties of Lee and Collier and is a legal newspaper; that the PUBLIC NOTICE. A copy of which is enclosed hereto, was published in said newspaper once for a period of 15 days in the regular and entire issue of every number there of during the period time of publication, and that publication of such notice began APRIL 15, 2020 and ended APRIL 30, 2020.

__________________________
Jose Fernandez

Subscribed and sworn before me this the 6th day of May, 2020.
STATE OF FLORIDA
County of Lee

On this 6th day of May in the year 2020, before me, a Notary Public, personally appeared Jose Fernandez, known or identified to me to be the person whose name subscribed to the within instrument, and being by me the first duly sworn, declared that the statements therein are true, and acknowledge to me that he executed the same.

Marleny Canete
Notary Public for Florida
Residing at Cape Coral, Florida
Commision Expires 10/03/2023
Direct any questions to Jacob Unger, Estimating Manager
Via email to: JacobUnger@PreferredMaterials.com

Bids are due in our office 4/24/2020 prior to noon.

Folder: 4-APRIL-2020
Password: Preferred
Username: tampaestimating@PreferredMaterials.com
https://1p.crime.com/ThinClient/WM/Public/#/main

Any addenda that may be issued with this or future submission of a quote:
Contractor assumes full responsibility for review of all current contract documents to include
insurance, plans and specifications. All documents can be downloaded from our Preferred Materials FTP site.

For Myer's FL, efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance
20-34-MMW Rehabilitation of Taxiways A, F, G2, Southwestern Florida International Airport in
Electrical, Airfield Pavement Marking, Chip Seal, Sodding and Turfing/Fiel, for FB#
Clean-up, Erosion Control, M.O.T., Airfield, Grading & Excavation, Drainage, Concrete, Lighting,
(DeB) as well as other Subcontractors for Cleaning & Grubbing, Demolition, Milling/Milling
Preferred Materials, Inc. requests quotes from State Disadvantaged Business Enterprises

A CRH Company
Preferred Materials, Inc.
Friday, April 24, 2020

TO: PREFERRED MATERIALS

We are pleased to provide a quote for the RFB 20-34MWW Rehabilitation of Taxways A, P, and G2 - I have enclosed our scope of work and associated costs.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
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<th>Unit Cost</th>
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<td>2.484 CY</td>
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<td>CLEARING &amp; GRUBBING</td>
<td>$3.90 CY</td>
<td>$9,554.20</td>
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<td>2.511 CT</td>
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<td>UNCLASSIFIED EXCAVATION</td>
<td>$16.14 CT</td>
<td>$40,527.54</td>
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<tr>
<td>11.746 CY</td>
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<td>12&quot; COMPACTED SUBGRADE</td>
<td>$90.00 CY</td>
<td>$1,057.14</td>
</tr>
<tr>
<td>11.746 CY</td>
<td></td>
<td>LIME ROCK BASE COURSE, 16&quot; THICK</td>
<td>$24.70 CY</td>
<td>$275.12</td>
</tr>
<tr>
<td>76.168 SF</td>
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<td>GEOTEXTILE FABRIC MOISTURE BARRIER</td>
<td>$2.00 SF</td>
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</tr>
<tr>
<td>1.945 CY</td>
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<td>TOPSOIL (FURNISHED FROM OFF THE SITE)</td>
<td>$15.15 CY</td>
<td>$29.61</td>
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<tr>
<td></td>
<td></td>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$688,114.69</strong></td>
</tr>
</tbody>
</table>

If there are any questions or we can be of any assistance please feel free to contact us. We appreciate the offer to provide you with a quote and we look forward to working with you more in the near future. See terms and exclusions attached.

Thank you,

Debra A. Walker
President
TERMS:

1. All quotes and prices are good for 15 days, which may then be subject to review or change.
2. All quotes and prices are based on the information received and plans provided for bidding purposes only.
3. Any project changes affecting material, design, and or operational procedures that differ from the contractor's bid may be charged as an extra.
4. Outstanding items will be immediately notified of any operations required beyond the scope of plans and specifications as outlined.
5. If project delays occur, requiring mobilization of our equipment, (due to no fault of our own) a mobilization fee of $3,000.00 per occurrence may be requested.
6. A copy of this proposal must become a part of any contract.
7. Payment is net thirty (30) days, no discounts.
8. Interest rate of 1.5% shall be applied to all past due balances. Owner/Prime Contractor agrees to pay all collection and attorney fees for collection of past due balances.
9. 100% of mobilization to be paid in first draw.
10. Machine control model and machine control stake out supplied by others.

EXCLUSIONS:
These items are expressly excluded from our standard scope of work unless specifically included in our written scope as specific to the referenced project.
1. Beams, falsework, and de-watering permits.
3. Quality Control or Owner Inspection fees.
4. Asphalts or concrete saw cutting, demolition, removal or disposal.
5. All quality control testing.
6. OSHA required soil studies or engineering.
7. Environmental or hazardous material assessments or handling.
8. Excavation or backfill for any and all structural or non-structural concrete work items including but not limited to retaining walls, gravity walls, wing walls, sound walls, end walls, box culverts, bridge approach, all types of foundations or any channel excavation or backfill unless channel excavation item is quoted.
9. Seeding, mulching, or soil.
10. Removal, repair or replacement of fences or walls.
11. Removal of other toxic rock, dirt or debris.
12. Excavation or backfill for MSE Walls and Stoops.
15. Excavation or backfill for any Concrete or Concrete Structures no Matter What Type - This cost is incidental to cost of Structure.
16. Any Asphalt Base or Asphalt Stabilization Work Items.
17. If Existing Asphalt is included in Earthwork Quantities and Prime removes those quantities for their own use then Prime must compensate Ongrade for those quantities of material removed.
18. Prime and Sand NOT included.
REVISED FORM 2 - ADDENDUM 4
OFFICIAL BID FORM - This form must be submitted with the bidder's bid submittal

RFB20-34MMW

BIDDER: Preferred Materials.

BID DUE DATE: THURSDAY, APRIL 30, 2020
PRIOR TO 2:00 P.M. LOCAL TIME

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

The undersigned, hereinafter called "bidder," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid solicitation documents, including but not limited to, Information to Bidders, Special Instructions and Requirements, Project Information, Insurance and Bonding Requirements, Disadvantaged Business Enterprise Program requirements, Project Plans and Specifications, forms, and other contract documents, and having fulfilled bid requirements herein, agrees to furnish all labor, materials, equipment,

REHABILITATION OF TAXIWAYS A, F, and G2
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
in full accordance with the solicitation and contract documents and all other documents related thereto on file in the Purchasing Office and, if awarded the contract, to complete the said work within the time limits specified for the pricing awarded, which is based on the following bid schedule:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>TECH. SPEC.</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT PRICE</th>
<th>BID PRICE</th>
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<tr>
<td>5</td>
<td></td>
<td></td>
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Revised Official Bid Form
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
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<tr>
<td>10</td>
<td>CONTRACTOR'S QUALITY CONTROL PROGRAM</td>
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<td>MOBILIZATION</td>
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<td>$35,813.72</td>
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<td>MAINTENANCE OF TRAFFIC AND TEMPORARY CONSTRUCTION ITEMS</td>
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<td>14</td>
<td>SUPPLY AND MAINTENANCE OF RUNWAY CLOSURE MARKERS</td>
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<td>$29,999.60</td>
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<td>PROJECT SURVEY AND STAKE OUT</td>
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<td>$278,106.08</td>
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<td>16</td>
<td>SAFETY AND SECURITY</td>
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<td>$287,335.72</td>
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<td>17</td>
<td>FULL DEPTH ASPHALT PAVEMENT REMOVAL</td>
<td>SY</td>
<td>8,352</td>
<td>$1.26</td>
<td>$10,523.52</td>
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<td>18</td>
<td>BITUMINOUS ASPHALT PAVEMENT MILLING (UP TO 3” DEEP NOMINAL)</td>
<td>SY</td>
<td>187,230</td>
<td>$1.27</td>
<td>$237,762.10</td>
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<tr>
<td>19</td>
<td>CRACK SEALING</td>
<td>LF</td>
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<td>$38,000.00</td>
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<td>$58,847.46</td>
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<td>23</td>
<td>LIME ROCK BASE COURSE, 10” THICK</td>
<td>SY</td>
<td>11,748</td>
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<td>$246,548.54</td>
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<tr>
<td>24</td>
<td>GEOTEXTILE FABRIC MOISTURE BARRIER</td>
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<td>75,168</td>
<td>$0.29</td>
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<td>25</td>
<td>EMULSIFIED ASPHALT TACK COAT</td>
<td>GAL</td>
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<td>SY</td>
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<td>ALCMS MODIFICATIONS CONTRACTOR EFFORT</td>
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<td>ELECTRICAL DEMOLITION</td>
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<td>TEMPORARY JUMPERS, LIGHTING AND SIGNAGE</td>
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<td>$8,842.33</td>
<td>$8,842.33</td>
</tr>
<tr>
<td>33</td>
<td>NO. 8 AWG, 5 KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT</td>
<td>LF</td>
<td>304,170</td>
<td>$1.54</td>
<td>$468,421.80</td>
</tr>
<tr>
<td>34</td>
<td>NO. 6 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE, INCLUDING CONNECTIONS AND GROUND RODS</td>
<td>LF</td>
<td>2,266</td>
<td>$1.49</td>
<td>$3,376.34</td>
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<td>NON-ENCASED 1-WAY 2&quot; CONDUIT</td>
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<td>454</td>
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<td>CONCRETE ENCASED 1-WAY 2&quot; CONDUIT</td>
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<td>$23.36</td>
<td>$18,806.56</td>
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<td>NON-ENCASED 2-WAY 4&quot; DUCT</td>
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<td>450</td>
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<td>NON-ENCASED 12-WAY 4&quot; DUCT</td>
<td>LF</td>
<td>260</td>
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<td>39</td>
<td>L-852A(L) LED IN-PAVEMENT TAXIWAY CENTERLINE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-666 BASE CAN</td>
<td>EA</td>
<td>229</td>
<td>$1,742.40</td>
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<td>L-852B(L) LED IN-PAVEMENT TAXIWAY CENTERLINE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-666 BASE CAN</td>
<td>EA</td>
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<td>$1,067,484.28</td>
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<td>L-861T(L) LED ELEVATED TAXIWAY EDGE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-667 BASE CAN</td>
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<td>NEW SIZE &quot;B&quot; L-867 BASE CAN FOR ANY NEW ELEVATED FIXTURE IN NEW PAVEMENT</td>
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<td>7</td>
<td>$1,512.13</td>
<td>$10,584.91</td>
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<td>NEW SIZE &quot;B&quot; L-868 BASE CAN FOR ANY NEW ELEVATED FIXTURE IN NEW PAVEMENT</td>
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<td>$2,326.03</td>
<td>$30,238.59</td>
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<td>44</td>
<td>ADJUST EXISTING SIZE &quot;B&quot; L-867 BASE CAN TO NEW FINISH GRADE</td>
<td>EA</td>
<td>66</td>
<td>$618.05</td>
<td>$40,444.40</td>
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</table>

**Revised Official Bid Form**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PYMT Removed</td>
<td></td>
<td>$10,523.52</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clear &amp; Grubbing</td>
<td></td>
<td>$14,295.04</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Unclass Exc</td>
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<td>$24,797.04</td>
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</tr>
<tr>
<td></td>
<td>12” Comp. Sub.</td>
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<td>$58,187.46</td>
<td></td>
</tr>
<tr>
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<td>Lime Rock 10”</td>
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<td>$246,548.54</td>
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</tr>
<tr>
<td></td>
<td>Geotextile Fabric</td>
<td></td>
<td>$21,798</td>
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</tr>
<tr>
<td></td>
<td>Top Soil</td>
<td></td>
<td>$34,154.20</td>
<td></td>
</tr>
</tbody>
</table>

$414,804.52 / Internal Cost
Bidder must bid on all bid items. Any bidder not bidding all bid items will be considered nonresponsive and disqualified.

FAA Advisories to be followed (or newer version as updated by FAA):

NOTES / INSTRUCTIONS:
1) All bidders are required to hold their bid prices for 180 days after the date bids are due. Bidder shall provide a Bid Bond with their bid submitted. Bid Bonds shall be provided in the amount of 5% of the Grand Total Bid Number.
2) Contractor shall submit a complete bid including pricing for the entire scope of work and by providing unit costs for each item indicated herein. It shall be the bidder's sole responsibility to ensure formatting and mathematical calculations are precise and complete. Bidders shall provide prices for all items to be considered a complete and responsive bid.
3) Basis for ranking of bids shall be determined by a number of factors including but not limited to the Grand Total Bid Number for all items within the bid schedule.
4) The bidder shall provide a Unit Price and the extended Bid Price for each line item in the bid schedule. Failure to follow bid instructions may be grounds for bid rejection.
5) Prospective responsive low bidder (based on Grand Total Bid Number) will enter into a lump sum contract with the Lee County Port Authority.
6) Estimated quantities herein are published solely for the purpose of establishing the basis for lump sum bid award. Quantities provided that are NOT highlighted in green are for information only. Bidders are solely responsible for verification of contract quantities NOT highlighted in GREEN. Quantities that are highlighted in GREEN shall be compensated based upon the final field verified quantity installed in place.
7) The project will be awarded as a lump sum contract according to the lowest responsive bidder's Grand Total Bid Number. The Lee County Port Authority desires to make appropriate adjustments to only those items highlighted in GREEN (also indicated with * ) at the appropriate time. The pay items highlighted in GREEN shall be compensated based upon the final field verified quantity installed in place. Accepting placement/installation of said items is deemed compliant to design intent by the CTI and Engineer of Record. Specification C-110
8) Specification C-103-1 Mobilization shall be limited to 10 percent of the Grand Total Bid Number.
9) The bidder proposes to furnish all material, equipment and labor to execute all work associated with the project.
10) All project design documents and specifications take precedence over any bid notes mentioned herein.
**KATE’S ENVIRO FENCING INC**
3435 QUAIL DR
BONITA SPRINGS, FL 34134

**Attachment “D”**

<table>
<thead>
<tr>
<th>Name / Address</th>
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</thead>
<tbody>
<tr>
<td>Preferred Materials</td>
</tr>
<tr>
<td>RFB 30-34MMW</td>
</tr>
<tr>
<td>Rehabilitation of Taxiway A,F, G2</td>
</tr>
<tr>
<td>SW Florida Intl Airport</td>
</tr>
<tr>
<td>Revised</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
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<tr>
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<td>3,000</td>
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<tr>
<td>Erosion C...</td>
<td>*preparation of surface area</td>
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<td>Erosion C...</td>
<td>by others</td>
<td></td>
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</tr>
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<td>* Revision</td>
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<tr>
<td>* Revision</td>
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</tr>
</tbody>
</table>

Price includes material & installation
must be reachable, layout by others
REQUEST FOR BIDS (RFB) 20-34MMW
FOR
REHABILITATION OF TAXIWAYS A, F, and G2
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

DATED: March 19, 2020

PURCHASING OFFICE DESIGNATED CONTACT
Melissa M. Wendel, CPPO, Procurement Manager
Telephone: (239) 590-4556 * Email: mmwendel@flyLCPA.com

MANDATORY PRE-BID MEETING
Thursday, April 2, 2020 at 10:00 a.m., local time
May be attended physically or remotely

Physical: 11000 Terminal Access Rd., Third Floor
- Wright Brothers Conference Room, Ft. Myers, FL 33913

Remote Meeting ID/Phone: meet.google.com/avb-bmnb-hcy
Phone Number: (US)+1 732-844-9255 - PIN: 780 375 479#

INQUIRIES/CLARIFICATION REQUESTS DEADLINE
Wednesday, April 15, 2020 by 5:00 p.m. local time

BIDS DUE
Thursday, April 30, 2020 by 2:00 p.m. local time
11000 Terminal Access Road - Third Floor – Wright Brothers Conference Room
Ft. Myers, FL 33913
Contents

PART A - INFORMATION FOR BIDDERS
PART B - SPECIAL INSTRUCTIONS & REQUIREMENTS
PART C - PROJECT INFORMATION
PART D - GRANT REQUIREMENTS & DAVIS BACON WAGE REQUIREMENTS
PART E - DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
PART F - INSURANCE, INDEMNIFICATION AND BOND REQUIREMENTS
PART G - FORMS
  Form 1:  Bidder’s Certification
  Form 2:  Official Bid Form
  Form 3:  Lobbying Affidavit
  Form 4:  Public Entity Crimes Form
  Form 5:  Bidder’s Scrutinized Companies Certification
  Form 6:  Bid Bond
  Form 7:  Public Construction Bond
  Form 8:  Reserved
  Form 9:  Utilization Statement - DBE
  Form 10:  Letter Of Commitment (DBE)
  Form 11:  Certificate of Buy America Compliance for Total Facility
  Form 12:  Certificate of Buy America Compliance - Manufactured Products
  Form 13:  Certificate of Bidder regarding Tax Delinquency and Felony Conviction
  Form 14:  Trade Restriction Certification
  Form 15:  No bid submission (optional form)
  sealed bid label

ATTACHMENTS:

  GENERAL CONDITIONS
  SPECIAL CONDITIONS
  TECHNICAL SPECIFICATIONS
  PLANS
  Construction Safety & Phasing Plan (CSPP)
  Project Summary Schedule
Request for Bid 20-34MMW

REHABILITATION OF TAXIWAYS A, F AND G2 AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

The Lee County Port Authority (Authority) invites the submission of sealed bids from all interested and qualified bidders for the rehabilitation of approximately 200,500 SY of bituminous aircraft taxiway pavement, airfield lighting & signage replacement and site work elements. The work includes furnishing labor, materials, equipment, services, insurance, bonding, permits and incidentals for the work shown on the bid documents.

Solicitation documents are available electronically at www.publicpurchase.com or by calling the Lee County Port Authority Purchasing Office at (239) 590-4557.

A mandatory pre-bid meeting will be held at 10:00 a.m. on April 2, 2020. Potential bidders may participate by physically reporting to the site of the pre-bid meeting or by remote participation.

The pre-bid meeting will be conducted at the Lee County Port Authority Administrative Offices, Southwest Florida International Airport, 3rd Floor in the Wright Brothers Conference Room located at 11000 Terminal Access Road, Fort Myers, Florida 33913.

To participate remotely, potential bidders must select one or both of the following options: Login: meet.google.com/avb-bmnb-hcy or Phone: (US)+1 732-844-9255 - PIN: 780 375 479#. Roll call will be taken. Remote attendees must be able to communicate bidder representative name and company for the attendance register.

Sealed bids must be submitted no later than 2:00 p.m., April 30, 2020, at which time received bids will be opened at Southwest Florida International Airport, 3rd floor, 11000 Terminal Access Road, Fort Myers, FL 33913.

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

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

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

For more information, please contact Melissa M. Wendel, CPPO - Procurement Manager at (239) 590-4557 or email: mmwendel@flylcpa.com
PART A  
INFORMATION FOR BIDDERS  

A.01 PUBLIC RECEIVING AND OPENING OF BIDS  
Bids will be opened and read publicly at the time and place specified in this Request for Bids. The Authority reserves the right to extend this date and time at Authority’s sole discretion, when deemed to be in the best interest of the Authority. Bidders, their authorized agents and other interested persons are invited to attend the bid opening.  

A.02 DELIVERY OF BIDS  
The delivery of the sealed bid to the Lee County Port Authority prior to the deadline is solely and strictly the responsibility of the Bidder.  

Bids must be sealed and marked with the solicitation number and title on the exterior of the package. The submission is to contain one (1) original and three (3) identical hard copies plus an identical electronic copy of the bid in searchable PDF format as a single file on a USB thumb drive. In case of discrepancy in content between the hard copies and the USB thumb drive, the original hard copy will govern. All bids must be delivered to:  

LEE COUNTY PORT AUTHORITY PURCHASING OFFICE  
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT  
11000 TERMINAL ACCESS ROAD  
THIRD FLOOR - SUITE 8671  
FORT MYERS, FLORIDA 33913-8899  

All documents shall be PDF/A compliant. PDF/A compliant documents have embedded fonts and do not reference external files. Layers shall not be preserved from CADD drawings. Scanned documents shall be created as PDF/A compliant, made text searchable and have a minimum resolution of 300 dpi. Submittal in PDF format shall have navigational bookmarks inserted in lieu of any tabs required in the hard copy. The entire submittal shall be contained on a single USB thumb drive.  

Electronically submitted or faxed bids will not be considered.  

A.03 DELAYS CAUSED BY DELIVERY SERVICES  
Delivery of sealed bids to the Lee County Port Authority Purchasing Office prior to the time set for the bid opening 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.  

Bidders are advised that the United States Postal Service and third party express mail services may not deliver your bid in a timely manner. Bidders are cautioned to plan necessary delivery time accordingly.  

Any bid received after the deadline for submittal of bids will not be considered.
A.04 INQUIRIES/CLARIFICATION
Except during a scheduled pre-bid meeting, the Authority will not respond to oral inquiries concerning this RFB. Each bidder shall examine all RFB documents and shall judge all matters relating to their adequacy and accuracy. Any inquiries, suggestion, or requests concerning interpretation, clarification or additional information pertaining to this RFB shall be made through the Purchasing Office. No interpretation of the meaning of the plans, specifications or any other portion of the solicitation documents will be binding if made to any bidder orally by the Authority or by any representative of the Authority. Bidders may submit written email inquiries regarding this RFB to the Purchasing Office contact indicated on the cover page. The deadline to submit to the Purchasing Office, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this RFB can be located on the cover page of this RFB. The Authority may choose not to respond to inquiries received after inquiry/clarification deadline has passed.

A.05 DISTRIBUTION OF INFORMATION, RESULTS AND ADDENDA
The Authority uses Public Purchase to distribute solicitation documents including addenda and bid results. Interested parties may register to receive this information free of charge by contacting Public Purchase Vendor Support at 801.932-7000, or by registering at https://www.publicpurchase.com/register or by accessing the electronic link available at the Authority website www.flylcpa.com/purchasing 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 same 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. All addenda shall become part of the bid documents.

A.06 PRE-BID MEETING
If indicated, a pre-bid meeting will be held at the location on the date and time specified on the cover page of this RFB. The cover page will also note if the pre-bid meeting is Non-Mandatory or Mandatory and if a site visit is planned and if remote attendance is available. While attendance is not required at a pre-bid meeting that has been deemed non-mandatory; it is strongly advised and encouraged. Conversely, attendance is mandatory for pre-bid meetings that are indicated as mandatory on the cover page of this RFB. Bidders' failure to attend a mandatory pre-bid meeting will result in its bid being considered non-responsive.

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

In order to conduct the pre-bid meeting as expeditiously and efficiently as possible, it is requested that all pre-bid questions be sent to the Purchasing Office contact indicated on the cover page of this RFB at least three (3) days prior to the scheduled pre-bid meeting to allow staff time to research the questions.
A.07 EXAMINATION OF BID DOCUMENTS AND SITE(S)
It is the responsibility of each bidder before submitting a bid, to (a) examine the RFB documents thoroughly; (b) visit the project site(s) to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the work; (c) consider federal, state, and local codes, laws, and regulations that may affect costs, progress, performance, or furnishing of the work; (d) study and carefully correlate bidder's observations with the RFB documents; and (e) notify the Authority of all conflicts, errors, or discrepancies in the RFB documents.

Each bidder may, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the project site(s) or otherwise which may affect cost, progress, performance or furnishing of the work and which bidder deems necessary to determine its bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the RFB documents. The Authority will provide each bidder access to the site(s) to conduct such explorations and tests.

Bidder shall fill all holes, clean up and restore the project site(s) to its former condition upon completion of such explorations. The lands upon which the work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by successful bidder in performing the work are identified in the RFB documents.

Prior to submitting a bid, each bidder shall examine the project site(s) and all conditions thereon fully familiarizing themselves with the full scope of the work. Failure to become familiar with project site conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that is required to complete the project in accordance with the plans and specifications. Bidder shall acknowledge inspection of the project site(s) on his/her signed, submitted Bid Form.

A.08 COST OF PREPARATION
The cost of preparing a bid in response to this RFB shall be borne entirely by the Bidder.

A.09 AMERICANS WITH DISABILITIES ACT NOTICE
The Authority will not discriminate against individuals with disabilities. Any person needing special accommodations for attendance at a public bid opening or pre-bid meeting should contact the designated Purchasing Office contact indicated on the cover page of this solicitation document at least seven (7) days before the meeting.

A.10 NONDISCRIMINATION
Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, the Restoration Act of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Bidder must assure that “no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity”, and in the selection and retention of subcontractors/sub consultants, including procurement of materials and leases of equipment. The successful Bidder will not participate directly or indirectly in discrimination prohibited by the Acts and the Regulations,
including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR, Part 21.

A.11 GENERAL CIVIL RIGHTS
The successful Bidder agrees to comply with 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 successful Bidder and its subcontractors from the bid solicitation period though the completion of any resulting contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A.12 CALCULATIONS, ERRORS, OMISSIONS
All bids will be reviewed mathematically and, if necessary, corrected. In the event of multiplication/addition or extension error(s), the unit pricing shall prevail. In the case of a disparity between the grand total bid price expressed numerically and that expressed in written words, the grand total price expressed in words as shown on the Bidder’s submission will govern.

Bidders must fill in all information requested on the bid forms. All blanks on the bid forms must be legibly completed in ink or typewritten. Where submitted bids have erasures or corrections, such erasures or corrections must be initialed in ink by the Bidder. Bids submitted on a form other than what is furnished herein, or bids submitted on the Authority’s bid form that is altered or detached, will be considered irregular. Bidders must fully comply with all requirements of this RFB in its entirety. Bid Forms must be executed by an authorized signatory who has the legal authority to make the bid and bind the company.

A.13 DIRECT PURCHASE
If applicable, the Authority reserves the right to purchase directly, various materials, supplies, and equipment that may be a part of any purchase agreement resulting from this RFB.

A.14 TERMINATION FOR CONVENIENCE
The Authority may cancel any agreement resulting from this RFB at its discretion upon giving thirty (30) calendar days written notice to the successful Bidder. In addition, the Authority reserves the right during the term of the agreement to terminate the agreement with any single successful Bidder and award the agreement to the next ranking Bidder if deemed to be in the Authority’s best interest.

A.15 PUBLIC RECORDS AND DISCLOSURE
Information and materials received by the Authority shall be deemed to be public records subject to public inspection upon the issuance of a notice to award, recommendation for award, or thirty (30) days after bid opening, whichever occurs first. However, certain exemptions to the public records laws are statutorily provided for in Section 119.07.

If a Bidder believes any of the information contained in their response is exempt from disclosure under the Florida public records law, Bidder must specifically identify the material which it claims is exempt and cite the legal authority for the exemption. Upon the Authority’s receipt and review of an exemption claim, the Authority’s determination of whether an exemption applies shall be final.
All Bidders are notified and acknowledge by submitting a response to this Request for Bids that the provisions of Section 119.071(3) (b) Florida Statutes (2005), may apply. Generally, the law exempts building plans, blueprints, schematic drawings, and diagrams depicting the internal layout and structural elements of a public building or structure from the Florida Public Records law. To the extent the law applies to this project, Bidders agree to treat all such information as confidential and not to disclose it without prior written consent of the Authority.

A.16 **TAX EXEMPT**
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 the 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.

A.17 **EXAMINATION OF BID SOLICITATION INFORMATION**
Each Bidder is required, before submitting a bid, to be thoroughly familiar with each and every requirement contained within the solicitation documents, including any addenda. No additional allowances will be made because of lack of knowledge of the requirements contained herein. All Bidders must carefully review the bid documents in their entirety to become familiar with what is required, including information on all bid forms.

A.18 **RESERVATION OF RIGHTS**
The Authority reserves the right to reject any and/or all bids, accept or reject any alternates, waive irregularities and technicalities if it is in the best interest of the Authority, in the Authority’s sole judgement, and conforms to applicable state and local laws or regulations.

The Authority further reserves the right to make inquiries, request clarifications, require additional information and documentation from any bidder, or cancel this solicitation and solicit for new bids at any time prior to the execution of an agreement. If a single response is received by the deadline for receipt of bids, it may or may not be rejected by the Authority depending on available competition and current needs of the Authority. All such actions shall promote the best interest of the Authority.

A.19 **AUTOMATIC DISQUALIFICATION**
A Bidder will be disqualified from consideration for award of an agreement pursuant to this Request for Bids for any of the following reasons:

- Failure to meet mandatory minimum qualifications stated herein.
- Lobbying the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Request for Bids.
- Collusion with the intent to defraud or other illegal practices upon the part of any firm submitting a bid.
- Evidence that bidder has a financial interest in the company of a competing bidder.
• Being on the Convicted Vendors List.

• Being on a Scrutinized Companies List or otherwise ineligible to submit a bid to provide services under Section 287.135, Florida Statutes.

• Not being properly licensed by the State of Florida or Lee County prior to submitting a bid.

• Not being registered to do business in the State of Florida prior to submitting a bid.

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

A.20 SCRUTINIZED COMPANIES UNDER SECTION 287.135, FLORIDA STATUTES
Notwithstanding any provision to the contrary, Authority will have the option to immediately terminate any agreement, in the exercise of its sole discretion, if Bidder is found to have submitted a false certification under Section 287.135(5) F.S. or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Section 215.473 F.S.; or if bidder is engaged in business operations in Cuba or Syria; or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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

A.21 NO LOBBYING:
All Bidders are hereby placed on notice that the Lee County Port Authority Board of Port Commissioners, Members of the Airports Special Management Committee and all Authority employees are not to be lobbied, either individually or collectively, regarding this solicitation. During the entire procurement process, all Bidders and their subcontractors, or agents are hereby placed on notice that they are not to contact any persons listed above (with the exception of the designated Purchasing Office contact indicated on the cover page of this RFB) if they intend to submit or have submitted a bid for this project. All Bidders and their subcontractors, and any agents must submit individual affidavits with their submission in substantially the form attached, stating that they have not engaged in lobbying activities or prohibited contacts in order to be considered for this Request for Bids. Joint ventures must file a separate affidavit for each joint venture partner.

ANY BIDDER IN VIOLATION OF THIS WARNING SHALL BE AUTOMATICALLY DISQUALIFIED FROM FURTHER CONSIDERATION FOR THIS REQUEST FOR BIDS.

A.22 RIGHT TO PROTEST
A bidder affected adversely by an intended decision to award a bid shall file a written notice of intent to file a protest with the Purchasing Office no later than forty-eight (48) hours (excluding Saturdays, Sundays, and legal holidays) after receipt of the notice of the intended decision with respect to a bid award.
Details regarding the bid protest policy are contained within the Lee County Port Authority Purchasing Manual, which is available for inspection and/or copying at 11000 Terminal Access Road, Suite 8671, 3rd Floor, Fort Myers, Florida, 33913. Failure to follow the protest procedure requirements within the timeframe established by Lee County Port Authority constitutes a waiver of any protest and resulting claims.

A.23 FINANCIAL RESPONSIBILITY
During the bid evaluation process, Bidders may, upon request by the Authority, be required to demonstrate financial responsibility by furnishing audited financial statements for the past two fiscal years. Such statements must be prepared in accordance with generally acceptable accounting practices and include an independent Certified Public Accountant (CPA) statement and shall be provided to the Authority within ten (10) calendar days of the Authority’s request.

A.24 OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES
If mutually agreeable to the successful Bidder, other governmental entities may desire to utilize, i.e., piggyback, an agreement entered into pursuant to this RFB, subject to the rules and regulations of that governmental entity. The Authority accepts no responsibility for other agreements entered into utilizing this method.

A.25 COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS
In agreements financed in whole or in part by Federal or State grant funds, all requirements set forth in the grant documents or in the law, rules, and regulations governing the grant, including federal or state cost principles, shall be satisfied. To the extent that they differ from those of the Authority, the cost principles of the grantor shall be used.

A.26 NONEXCLUSIVITY OF AGREEMENT
The successful Bidder understands and agrees that any resulting contractual relationship is nonexclusive and the Authority reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the Authority.

A.27 NON-APPROPRIATION OF FUNDS
Any agreement resulting from this RFB is contingent upon the receipt of grant funds by the Authority. If funds are not appropriated or otherwise made available to support the agreement, an award of the lowest, responsive and responsible bid may not be made.

A.28 WITHDRAWAL OR REVISION OF BIDS
A Bidder may withdraw or revise a bid (by withdrawal of one (1) bid and submission of another) provided the Bidder’s written request to withdraw is received by the Authority before the time specified for receiving the bids. Revised bids must be received prior to the date and time of the bid opening at the place specified. Bids that have been properly withdrawn (by written request) prior to the scheduled opening time or received after the time specified for opening bids will be returned to the Bidder unopened.

A.29 UNBALANCED BIDS
The Authority recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices used by Bidders in preparing their bids. However, where in the opinion of the Authority such variation does not appear to be justified, given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:
a. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.

b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competing Bidders for the same line item unit costs.

c. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

If the Authority determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., that the Bidder obtained and upon which the Bidder relied to develop its bid. The Authority reserves the right to reject as non-responsive any presumptively unbalanced bid(s) where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

**A.30 FRONT LOADING OF BID PRICING PROHIBITED**

Prices offered for performance and/or acquisition activities which occur early in the project schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the project schedule, will be presumed to be front loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the work or otherwise creating an appearance of an undercapitalized bidder.

In the event the Authority presumes a bid to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The Authority reserves the right to reject as nonresponsive any presumptive front loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front loaded costs.

**A.31 PUBLIC ENTITY CRIMES**

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

To ensure compliance with the foregoing, proposers shall certify by submission of the enclosed public entity crimes certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state or federal entity, department or agency.
A.32 BID EVALUATION

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

No award will be made until the Authority has concluded such investigations, as it deems necessary to establish the responsibility, qualifications and financial ability of any Bidder to provide the required goods and services in accord with the agreement and to the satisfaction of the Authority and within the time prescribed. The Authority may reject any bid if the evidence submitted by the Bidder, or an investigation of the qualifications and/or experience of the Bidder, fails to satisfy the Authority that such Bidder is sufficiently qualified or experienced to provide the goods or services required, or to carry out the obligations as required in this Request for Bids.

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

A.33 EXECUTION OF AGREEMENT

The successful Bidder(s) shall execute and return the Authority provided agreement within ten (10) calendar days from issuance of the notice of intent to award the bid. A sample agreement in substantially the same form as the agreement the successful bidder will be required to sign is available on request. The successful Bidder will be required to execute the Authority’s form of agreement. Failure of the successful Bidder to execute the agreement within ten (10) calendar days from the date the notice of intent to award is announced shall be just cause for cancellation of the award and forfeiture of the bid bond.

Upon receipt of the agreement executed by the successful Bidder, the Authority shall complete the execution of the awarded agreement in accordance with local laws or ordinances, and return one fully executed original agreement, along with the bid bond, if applicable, to the Bidder. Delivery of the fully executed awarded 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.

Until approval and final execution of the agreement, the Authority reserves the right to reject any or all bids, to waive technicalities and to advertise for new bids, or to proceed to do the work otherwise when the best interests of the Authority will be promoted.

A.34 PAYMENT

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

[END of PART A.]
PART B
SPECIAL INSTRUCTIONS AND REQUIREMENTS

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

B.01 MINIMUM QUALIFICATIONS
Bidders contracting in a corporate capacity must submit documentation from the Florida Department of State verifying that the entity is a Florida Corporation or other Florida legal business entity in good standing or is a foreign corporation which has registered and is authorized to do business in the State of Florida.

Each bidder must demonstrate to the satisfaction of the Authority that all minimum qualifications have been met. Any bid received which does not meet these minimum qualifications will be deemed nonresponsive.

The bidder must be FDOT prequalified in at least one of the major trade categories associated with the contract scope.

The bidder and bidder’s paving subcontractor (if not the prime bidder) must have successfully completed an airport taxiway or runway pavement project similar in scope and complexity within the last five (5) years from the date bids are due. The Authority will consider a project successfully completed if a certificate of substantial completion has been issued and the Authority receives a positive reference from the airport or the airport’s engineer who was directly involved with the project referenced.

The paving subcontractor (if not the prime bidder) must have access to full machine control 25’ wide paving equipment and must demonstrate its experience using this equipment through successfully completing an airport paving project within the last five (5) years.

Additionally, bidder must have airport construction experience at a FAA Part 139 medium or large hub airport performing work in accordance with FAA prescribed technical specifications, phasing, airfield lighting and airfield maintenance of traffic procedures.

B.02 BASIS OF AWARD
The award will be based on the lowest, responsive and responsible Bidder. The lowest bid will be based on the grand total bid, which is the sum of all bid line items. To be considered for award, bidder is required to bid all line items.

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

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

To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.
The Authority reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

B.03 **PUBLIC BID DISCLOSURE ACT**
Pursuant to the requirements of Section 218.80, Florida Statutes, the following local government permits and fees must be obtained and paid for by the successful bidder:

<table>
<thead>
<tr>
<th>Permit or Fee</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Miscellaneous Permit Fees</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>NPDES Permit Fee</td>
<td>$300.00</td>
</tr>
</tbody>
</table>

This information is provided to disclose permits and fees required by Lee County and the Authority for this project and does not relieve the Bidder of its responsibility to obtain and pay for permits required by other governmental entities as specified elsewhere in the bidding or contract documents. Costs for fees are to be included in the bid item for mobilization costs.

B.04 **AIR OPERATIONS AREA (AOA) SECURITY MAINTENANCE**
Employees of the successful bidder or subcontractors who must work full or part time within the Air Operations Area (AOA) at Southwest Florida International Airport must qualify for and obtain airport-issued identification badges which must be worn at all times while within the AOA. Badges shall be worn on outer, uppermost garments so as to be clearly visible in order to distinguish, on site, employees assigned to a particular Provider. Badges shall be issued individually. Drivers of delivery or hauling vehicles will not require badges but must be under the escort of a properly badged employee.

B.05 **WARRANTY**
Successful bidder warrants that for a period of one year from the date of substantial completion, all work, materials, and equipment furnished as defined herein shall be guaranteed and warranted to be free from defects due either to faulty materials or equipment or faulty workmanship.

During the warranty period, Authority may, at its option, request that successful bidder, at its cost, repair or replace any defective materials, equipment or workmanship upon written notice to successful bidder. In that event successful bidder shall repair or replace the defective materials, equipment or workmanship, at its sole expense, within thirty days. Alternatively, Authority may return the defective goods at successful bidder's expense, for a full refund. Exercise of either option shall not relieve successful bidder of any liability to Authority for damages sustained by virtue of successful bidder's breach of the warranty.

[END OF PART B.]
PART C  
PROJECT INFORMATION

C.01 PROJECT DESCRIPTION  
This project consists of the rehabilitation of approximately 200,500 SY of bituminous aircraft taxiway pavement, airfield lighting & signage replacement and site work elements. The work includes furnishing labor, materials, equipment, services, insurance, bonding, permits and incidentals for the work shown on the technical specifications and plans which are a part of these bid documents.

The bid documents consist of Parts A – G and Forms 1 – 15 of this Request for Bid and the following attachments: General Conditions, Special Conditions, Technical Specifications, Plans, CSPP (Construction Safety Phasing Plan) and any and all addendum issued pursuant to this competitive solicitation.

C.02 BASE BID DESCRIPTION  
The base bid includes all of the work described in the above project description and as shown on the project drawings and called for in the specifications. The sum of all bid items which comprise the base bid is referenced on the bid form as the grand total bid number. All bidders are required to hold their bid prices for 180 days after the date bids are due.

C.03 CONTRACT TIME  
-- From the date of issuance of Notice to Proceed (NTP) to overall project substantial completion = 460 calendar days  
-- From the date of substantial completion to project final completion = 30 calendar days

C.04 LIQUIDATED DAMAGES  
$1,000 per day for Contractor’s failure to achieve substantial completion by the overall project deadline.

$1,000 per day for Contractor’s failure to achieve final completion by the established deadline. These damages are cumulative.

$5,000 per day that Contractor fails to re-open the closed taxiway pavement for Phases 5 & 8 at the predetermined time during construction.

$10,000 per 15 minute segment (or portion thereof) that Contractor fails to re-open the closed Runway pavement at the predetermined time during construction.

C.05 WARRANTY PERIOD  
One year from date that Certificate of Substantial Completion is issued.

C.06 DBE PARTICIPATION GOAL  
The DBE goal established for this project is fourteen percent (14%).

[END OF PART C]
PART D
GRANT REQUIREMENTS
And
DAVIS BACON WAGE RATES

The Lee County Port Authority has worked with the Federal Aviation Administration (FAA), Florida Department of Transportation (FDOT) and partner airlines to secure funding for this project. The rehabilitation of taxiways project described herein relies on using federal and state grants and Passenger Facility Charges Revenues. As such, requirements of the grantor as specified in the technical specifications under General Contract Provisions are applicable terms and conditions to any agreement resulting from this Request for Bid. Further, each bidder shall submit with its bid the applicable forms that are attached and included in this Request for Bid.

In the technical specifications under General Contract Provisions, where the term “Contractor” is used, it shall be understood to mean the successful bidder who is awarded an agreement pursuant to this Request for Bid. In addition, where the term “Owner” is used in this Part D, it is understood to mean the Lee County Port Authority.

Davis-Bacon Requirements apply to this contract resulting from this solicitation. The following wage rate determination is provided as a convenience. Successful Bidder is responsible to verify and utilize the most current applicable wage rates in effect at the time of the agreement. Wages rates determination is posted at www.dol.gov

"General Decision Number: FL20200120 01/03/2020
Superseded General Decision Number: FL20190120
State: Florida
Construction Type: Heavy
County: Lee County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.
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* ELEC0915-003 12/01/2019

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ENGI0487-014 07/01/2013

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OPERATOR: Crane
All Tower Cranes Mobile, Rail, Climbers, StaticMount; All Cranes with Boom Length 150 Feet & Over (With or without jib); Friction, Hydraulic, Electric or Otherwise; Cranes 150 Tons & Over; Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry & Overhead Cranes; Hydraulic Cranes Over 25 Tons but not more than 50 Tons;

Hydraulic/Friction Cranes; & All Types of Flying Cranes; Boom Truck
Cranes with Boom Length Less than 150 Feet (With or without jib); Hydraulic Cranes 25 Tons & Under, & Over 50 Tons (With Oiler); Boom Truck

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OPERATOR: Drill
OPERATOR: Oiler

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IRON 0397-006 07/01/2019

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LABORER 1652-004 05/01/2018

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PAINT0T088-008 08/01/2019

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SUFL2009-159 06/24/2009

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CEMENT MASON/CONCRETE FINISHER ……..$ 14.77 3.50
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<td>LABORER: Landscape</td>
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<td>LABORER: Pipelayer</td>
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<tr>
<td>LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only)</td>
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).
The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers
A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers
Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers
Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS
1.) Has there been an initial decision in the matter? This can be:
* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:
  Branch of Construction Wage Determinations
  Wage and Hour Division
2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

   Wage and Hour Administrator  
   U.S. Department of Labor  
   200 Constitution Avenue, N.W.  
   Washington, DC 20210

   The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

   Administrative Review Board  
   U.S. Department of Labor  
   200 Constitution Avenue, N.W.  
   Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

[END OF PART D.]
PART E
DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Participation by Disadvantaged Business Enterprises (DBE)
The Lee County Port Authority (Port Authority) is dedicated to promoting the full participation of Disadvantaged Business Enterprises (DBE) in all Port Authority projects. Therefore, for the purposes of this Request for Bids 20-34MMW: Rehabilitation of Taxiways A, F and G2, any individual or firm who enters into an agreement with the Port Authority shall make every possible effort to meet or exceed the established Project DBE Goal. This includes, but is not limited to, subcontracting, and the expenditures for materials and supplies.

The Port Authority and its contractors agree to ensure that DBEs will have the maximum opportunity to participate in the performance of this Project. In this regard, contractors shall take all necessary and reasonable steps to ensure that DBEs have adequate opportunities to compete for and perform contracts under this project. The Port Authority and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Department of Transportation-assisted and Port Authority contracts.

Participation Goals
If awarded, the contractor will enter into a lump sum contract with the Port Authority. The attainment of the DBE goal established for this project is to be measured as a percentage of the total value of the base bid, including all contract amendments. The DBE goal established by the Port Authority under this project is anticipated at 14% participation.

Responsible and Responsive
In order to be considered responsible and responsive, bidder must make good faith efforts to meet the identified DBE goal. This may be accomplished in one of two ways:

1. By meeting the project DBE goal and documenting the commitments with the DBE firm(s); or

2. By providing documentation of the bidder’s good faith efforts to meet the project goal.

DBE participation or reasonable good faith efforts is a matter of responsiveness. Failure to provide this information may result in your bid being declared non-responsive. It is incumbent on the bidder to submit appropriate documentation or to demonstrate that “good faith efforts” were made to reach out to DBEs to obtain participation. Additional information may be requested from the Bidder/Proposer regarding their proposed DBE participation.

Required Certification
All DBE firms must be properly certified prior to the bid opening. The Port Authority only recognizes the following DBE certification under this project.

DBE Certification - Only DBE firms certified under the Florida Unified Certification Program (FUCP) in the State of Florida shall be counted toward the established DBE goal. All DBE firms in Florida are listed in a single DBE UCP Directory. Contractors should refer to this directory to identify potential DBEs for the work. The FUCP Directory is found at:
Additional assistance may be obtained by calling the Port Authority’s DBE Manager Julio Rodriguez at 239-590-4625.

**DBE CONDITIONS**

The Lee County Port Authority (Port Authority) and its contractors agree to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The Port Authority and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted and Port Authority contracts.

**DEFINITIONS**

- **Disadvantaged Business Enterprise (DBE)** – This term, as used in this Request for Bids solicitation document shall have the same meaning as defined in paragraph 26.5 of Subpart A to 49 CFR Part 26.

- **General Contractor** – This term refers to the successful bidder whose bid is awarded pursuant to this RFB.

- **Good Faith Efforts** – means the successful bidders efforts to achieve a DBE goal.

The following conditions apply to any contract resulting from this Request for Bids. Submission of a bid by a prospective contractor/subcontractor shall constitute full acceptance of these bid conditions:

**2. DBE BID CONDITIONS**

a. **Expenditures Counting Towards DBE Goal** – For non-DBE contractor(s) and subcontractor(s), the Port Authority and its CM/GC will count towards the DBE goal sixty percent (60%) of expenditures for materials and supplies required under the contract and obtained from a DBE established dealer, and one hundred percent (100%) of such expenditures obtained from a DBE manufacturer.

b. **Responsible and Responsive** - In order to be considered responsible and responsive, bidder must make good faith efforts to meet the identified DBE goal established for this project. This may be accomplished in one of two ways:
1. By meeting the DBE Participation Goal and documenting the commitments of the DBE firms; or

2. By documenting adequate bidder’s good faith efforts to meet the goal.

DBE participation or reasonable good faith efforts is a matter of responsiveness. Failure to provide this information may result in your bid being declared non-responsive. It is incumbent on the bidder to submit appropriate documentation to demonstrate that “good faith efforts” (as defined in 49 Code of Federal Regulation Part 26, Appendix A, Subpart C 26.53) was made to reach out to DBEs to obtain participation.

c. **DBE Forms** - Completed *DBE Utilization Statement* and *Letter of Commitment(s)* must be submitted with this Request for Bid. The *Letter(s) of Commitment* must be completed by each DBE firm proposed to be used in this project.

   **Note:** Additional information may be requested from any bidder regarding their proposed DBE participation.

d. **DBE Required Certification** – All DBEs MUST BE PROPERLY CERTIFIED PRIOR TO THE BID OPENING. Only DBE firms certified under the Florida Unified Certification Program (FUCP) in the State of Florida shall be counted toward the established goal. DBE firms in Florida are listed in a single DBE FUCP directory. Bidders should refer to this directory to identify potential DBEs for the work.

   The Directory is found at:  

   Or [http://www.flylcpa.com/dbe](http://www.flylcpa.com/dbe)

   Additional assistance may be obtained by calling the Port Authority’s DBE Manager at 239-590-4625.

3. **DBE CONTRACT CONDITIONS**

   a. **Policy** - The policy of the Port Authority is to ensure nondiscrimination in the award and administration of DOT-assisted contracts; to create a level playing field on which DBEs can compete fairly for DOT-assisted contracts; to ensure that the DBE Program is narrowly tailored by utilizing race neutral/race conscious means; to ensure that only firms that fully meet the 49 CFR Part 23 and Part 26 eligibility standards are permitted to participate as DBEs; to help remove barriers to the participation of DBEs in DOT-assisted contracts; and to
assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.

b. **Contract Assurances** - Each contractual agreement with a contractor (and each subcontract the Prime Contractor signs with a Subcontractor) must include the following assurance:

*The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.*

c. **Prompt Payment and Release of Retainage Clause** - The Port Authority will include the following clause in each DOT-assisted prime contract, and the prime contractor will require all subcontractors to have this clause in their subcontracts:

*The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the Prime Contractor receives from the Port Authority. The Prime Contractor agrees further to return retainage payments to each Subcontractor within forty-five (45) days after the Subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above-referenced timeframe may occur only for good cause following written approval of the Authority.*

**Note: This clause applies to both DBE and non-DBE subcontractors.**

d. **DBE Signed Contracts** - The General Contractor/Consultant must submit copies of the signed contracts with the DBE(s) who will be utilized as subcontractors and are listed in its bid for work to be performed under the scope of services of the General Contractor/Consultant’s contract with the Port Authority. Said contracts shall be submitted not later than fifteen (15) days after the General Contractor/Consultant is in receipt of their signed contract from the Port Authority. Said contracts shall be submitted not later than fifteen (15) days after the General Contractor is in receipt of their Notice-To-Proceed from the Port Authority.

e. **Bidders List Data** – For all DOT-assisted contracts a list of all DBE and Non-DBE firms that bid on prime contracts, or bid or quote subcontracts and materials supplied shall be submitted to the Port Authority no later than fifteen (15) days after the General Contractor/Consultant is in receipt of their signed contract from the Lee County Port Authority. See attached Bid Opportunity List
f. **Mobilization** – The General Contractor will provide the DBE Subcontractor with mobilization funds provided by the Port Authority based on the DBE’s portion of work to be performed. The mobilization funds will be included as a part of the DBE Subcontractor’s bid price. The total DBE mobilization funds will be indicated as a separate line item on the schedule of values.

g. **On-Site Visits** – Upon request, the General Contractor will assist the Port Authority’s DBE Office in conducting on-site monitoring of all DBE Subcontractors.

h. **Prohibited** – Agreements between the General Contractor and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders are prohibited.

i. **Replacements** - If the General Contractor deems it necessary to replace a DBE subcontractor/subconsultant, the General Contractor shall make an acceptable good faith effort to use another DBE subcontractor. **Substitutions must be coordinated with and approved by the Port Authority at the Authority’s sole discretion.**

[END OF PART E.]
PART F
INSURANCE, INDEMNIFICATION AND BOND REQUIREMENTS

No agreement will be made pursuant to this Request for Bid until all insurance coverage indicated herein has been obtained. The cost for obtaining insurance coverage is the sole responsibility of the successful bidder. The successful bidder 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 bidder. At the discretion of the Authority, insurance limits may be reevaluated and revised at any time during the agreement.

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

F.01 Insurance Requirements (Types and Limits)
Successful bidder must provide the following types of insurance with minimum limits as indicated:

Commercial General Liability, on an occurrence basis, including products and completed operations, bodily injury, property damage, and personal & advertising injury, with limits of at least $5 million per occurrence and $5 million general aggregate.

Business Automobile Liability (which includes coverage of any auto, including owned, hired, and non-owned) with limits of at least $5 million per person and per accident for bodily injury, and $5 million per accident for property damage; OR combined single limits of at least $5 million per accident.

Workers’ Compensation insurance as required by the State of Florida, and Employers’ Liability insurance with limits of at least $1 million per accident for bodily injury and $1 million per employee for disease.

Environmental Liability and/or Contractors Pollution Liability and/or Errors & Omissions Liability, applicable to the work being performed, with a limit of not less than $2 million per claim or occurrence and $2 million aggregate per policy period of one year.

F.02 Additional Insured
The Authority shall be named as an additional insured on all policies except for workers’ compensation. The policy shall be endorsed to include the following language “The Lee County Port Authority, its officers, officials and employees, are to be covered as an additional insured with respect to liability arising out of the “work” or operations performed by or on behalf of the insured, including materials, parts or equipment furnished in connection with such Work or Operations.”
F.03 **Acceptability of Insurers**
Insurance is to be placed with insurers duly licensed and authorized to do business in the State of Florida and with an AM Best rating of not less than A-Vii. The Authority in no way warrants that the above required minimum insurer rating is sufficient to protect the successful Respondent from potential insurer insolvency.

F.04 **Waiver of Subrogation**
Insurance will be primary and noncontributory and shall include a Waiver of Subrogation by both the successful bidder and its insurers in favor of the Authority on all policies including general liability, auto liability and the workers’ compensation policy, as well as any umbrella or excess policy coverage.

F.05 **Certificate of Insurance**
Prior to the execution of an agreement or the issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy(s) renewal date for as long as the agreement is in effect, successful bidder shall furnish a certificate of insurance using an ACORD form and containing the solicitation number with the Authority named as an additional insured on the applicable coverage. A current insurance certificate or a statement from the firm’s insurance company verifying the firm's ability to obtain the insurance coverage as stated herein, should be submitted with the offer. The appointed insurance agent or carrier shall be duly licensed to provide coverage and honor claims within Florida. Send the certificate of insurance with Authority as certificate holder to riskmanagement@flylcpa.com

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

F.06 **Policy on Request**
In addition, when requested in writing by the Authority, the successful bidder will provide the Authority with a certified copy of all applicable insurance policies.

F.07 **Change in coverage**
The successful bidder is required to provide a minimum of thirty (30) days written notice to the Port Authority Risk Manager of any cancellation, nonrenewal, termination, material change or reduction of any coverage called for herein. All such notices shall be sent directly to the Lee County Port Authority Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort Myers FL 33913. If the bidder fails to meet the requirements set forth herein, the Authority may terminate any agreement it has with the successful bidder.

F.08 **Subcontractor’s requirement**
The successful bidder must ensure that its agents, representatives, and subcontractors comply with the insurance requirements set forth herein.

F.09 **Sovereign Immunity**
The successful bidder understands and agrees that by entering an agreement with bidder, the Authority does not waive its sovereign immunity and nothing herein 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.

F.10 **Indemnification, General Liability & Patent or Copyright**

The successful bidder 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 bidder, or anyone performing any act required of the bidder in connection with performance of any contract awarded pursuant to this Request for Bids.

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

F.11 **Bid Bond or Other Security**

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

F.12 **Performance And Payment Bond**

A performance and payment bond for the benefit of and directed to the Lee County Port Authority Board of Port Commissioners, satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the successful bidder of its obligations under the Agreement.

The performance and payment bond assures that the successful bidder will promptly complete the work and promptly pay in full all bills and accounts for material and labor used in connection with the work in accordance with the terms of the Agreement.

The performance and payment bond, satisfactory to the Authority, shall be submitted within fifteen (15) calendar days from the date of issuance of the written notice of intent to award. The performance and payment bond must comply with the requirements of Florida Statute 255.05 and shall be submitted on the exact form contained herein.

F.13 **Recording the Performance And Payment Bond**

Pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencement of the agreement, the successful bidder shall be responsible for and bear all costs associated to record the Payment and the Performance Bond with the Lee County Clerk of the Circuit Court.

A certified copy of the recording must be furnish to the Purchasing Office upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, the Authority will make no payment to the successful bidder until the successful bidder has complied with this paragraph,
F.14 **Qualifications of Surety Companies**
To be acceptable to the Authority, a Surety must comply with the following minimum provisions:

a. All Sureties must be admitted to do business in Florida and all bonds must be submitted on the exact forms contained within the contract documents.

b. Attorneys-in-Fact who sign bid bonds or payment and performance must file with such bond a certified copy of their Power of Attorney to sign such bond.

c. Agents of surety companies must list their name, address and telephone number on all bonds. A Florida registered agent must sign all bonds.

d. Surety must have twice the minimum surplus and capital required by the Florida Insurance Code at the time of bid solicitation.

e. Surety must be in compliance with all provisions of the Florida Insurance Code and hold a currently valid certificate of authority issued by the United States Department of the Treasury under SS.31 U.S.C. 9304-9308.

f. Surety must have a minimum underwriting limitation of $5,000,000 published in the latest edition of the Federal Register for Federal Bonds.

F.15 **A.M. Best**
Sureties rated through A.M. Best shall be rated as "A-" or better as to General Policyholders Rating and Class VII or better as to financial category by the most current Best's Key Rating Guide, published by A.M. Best Company. Further, surety must have fulfilled all of its obligations on all other bonds previously given to the Lee County Port Authority or Lee County, Florida.

[END OF PART F.]
PART G – FORMS

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

FORM 1: BIDDER’S CERTIFICATION

I have carefully examined this Request for Bids (RFB) which includes information for bidders, special instructions and requirements, project information, grant requirements, Davis Bacon Wage Rates, DBE, insurance and bond requirements, special conditions, general conditions and plans and technical specifications. I acknowledge receipt and incorporation of the following addenda. The cost, if any, of such revisions has been included in the price of the bid.

Addendum No. ___; dated ______________. Addendum No. ___; dated ______________.
Addendum No. ___; dated ___________. Addendum No. ___; dated______________.

I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least 180 calendar days to allow the Authority time to properly evaluate this bid. I agree that the Authority terms and conditions (http://www.flylcpa.com/purchasing/) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

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

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

<table>
<thead>
<tr>
<th>NAME OF BUSINESS</th>
<th>MAILING ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>AUTHORIZED SIGNATURE</td>
<td>CITY, STATE &amp; ZIP CODE</td>
</tr>
<tr>
<td>NAME, TITLE, TYPED</td>
<td>TELEPHONE NUMBER / FAX NUMBER</td>
</tr>
<tr>
<td>FEDERAL IDENTIFICATION #</td>
<td>EMAIL ADDRESS</td>
</tr>
</tbody>
</table>

State of: __________________________
County of: __________________________

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

______________________________  ________________
Signature of Notary              Serial/Commission No.
FORM 2: OFFICIAL BID FORM. This form must be submitted with the bidder’s bid submittal

RFB NO. **20-34MMW**

BIDDER’S NAME: __________________________

BID ARE DUE ON: **THURSDAY, APRIL 30, 2020**
PRIOR TO **2:00 P.M. LOCAL TIME**

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

The undersigned, hereinafter called "bidder," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid solicitation documents, including but not limited to, Information to Bidders, Special Instructions and Requirements, Project Information, Insurance and Bonding Requirements, Disadvantaged Business Enterprise Program requirements, Project Plans and Specifications, forms, and other contract documents, and having fulfilled bid requirements herein, agrees to furnish all labor, materials, equipment, and other incidental items, facilities and services necessary to perform:

**REHABILITATION OF TAXIWAYS A, F, and G2**
**SOUTHWEST FLORIDA INTERNATIONAL AIRPORT**

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

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>TECH. SPEC.</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT PRICE</th>
<th>BID PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 **</td>
<td>M-107-1</td>
<td>GROUT INJECTION PIPE INSTALLATION</td>
<td>LF</td>
<td>2,064</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 **</td>
<td>M-107-2</td>
<td>SUBSURFACE PRESSURE GROUTING</td>
<td>CY</td>
<td>200</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>3 **</td>
<td>P-401-1</td>
<td>HOT MIXED ASPHALT PAVEMENT, SURFACE COURSE</td>
<td>TON</td>
<td>20,023</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>4 **</td>
<td>P-401-2</td>
<td>HOT MIXED ASPHALT PAVEMENT, BASE COURSE</td>
<td>TON</td>
<td>2,349</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>5 **</td>
<td>P-401-3</td>
<td>HOT MIXED ASPHALT PAVEMENT, LEVELING COURSE</td>
<td>TON</td>
<td>20,674</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>6 **</td>
<td>P-620-1</td>
<td>PERMANENT RUNWAY AND TAXIWAY PAINTING WITH TYPE I GLASS BEADS (YELLOW, WHITE, RED))</td>
<td>SF</td>
<td>107,816</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>7 **</td>
<td>P-620-2</td>
<td>PERMANENT RUNWAY AND TAXIWAY PAINTING WITH NO GLASS BEADS (BLACK)</td>
<td>SF</td>
<td>90,488</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>8 **</td>
<td>P-620-3</td>
<td>TEMPORARY RUNWAY AND TAXIWAY PAINTING WITH NO GLASS BEADS (YELLOW, WHITE, RED)</td>
<td>SF</td>
<td>72,533</td>
<td>$0.00</td>
<td></td>
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<tr>
<td><strong>9</strong></td>
<td><strong>P-620-4</strong></td>
<td><strong>RUNWAY AND TAXIWAY PAINT REMOVAL</strong></td>
<td><strong>SF</strong></td>
<td><strong>46,910</strong></td>
<td><strong>$0.00</strong></td>
<td></td>
</tr>
<tr>
<td>-------</td>
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<td></td>
</tr>
<tr>
<td>10</td>
<td>C-101-1</td>
<td>CONTRACTOR'S QUALITY CONTROL PROGRAM (CQCP)</td>
<td>LS</td>
<td>1</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>C-105-1</td>
<td>MOBILIZATION</td>
<td>LS</td>
<td>1</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>C-102-1</td>
<td>TEMPORARY EROSION AND POLLUTION CONTROL</td>
<td>LS</td>
<td>1</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>M-102-1</td>
<td>MAINTENANCE OF TRAFFIC AND TEMPORARY CONSTRUCTION ITEMS</td>
<td>LS</td>
<td>1</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>M-102-2</td>
<td>SUPPLY AND MAINTENANCE OF RUNWAY CLOSURE MARKERS</td>
<td>EA</td>
<td>2</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>M-103-1</td>
<td>PROJECT SURVEY AND STAKE OUT</td>
<td>LS</td>
<td>1</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>M-104-1</td>
<td>SAFETY AND SECURITY</td>
<td>LS</td>
<td>1</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>P-101-1</td>
<td>FULL DEPTH ASPHALT PAVEMENT REMOVAL</td>
<td>SY</td>
<td>8,352</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>P-101-2</td>
<td>BITUMINOUS PAVEMENT MILLING (UP TO 3' DEEP NOMINAL)</td>
<td>SY</td>
<td>187,230</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>P-101-3</td>
<td>CRACK SEALING</td>
<td>LF</td>
<td>60,000</td>
<td>$0.00</td>
<td></td>
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<tr>
<td>20</td>
<td>P-151-1</td>
<td>CLEARING &amp; GRUBBING</td>
<td>SY</td>
<td>2,484</td>
<td>$0.00</td>
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</tr>
<tr>
<td>21</td>
<td>P-152-1</td>
<td>UNCLASSIFIED EXCAVATION</td>
<td>CY</td>
<td>2,511</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>P-152-2</td>
<td>12&quot; COMPACTED SUBGRADE</td>
<td>SY</td>
<td>11,746</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>P-211-1</td>
<td>LIME ROCK BASE COURSE, 10&quot; THICK</td>
<td>SY</td>
<td>11,746</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>S-106-1</td>
<td>GEOTEXTILE FABRIC MOISTURE BARRIER</td>
<td>SF</td>
<td>75,168</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>P-603-1</td>
<td>EMULSIFIED ASPHALT TACK COAT</td>
<td>GAL</td>
<td>57,635</td>
<td>$0.00</td>
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<tr>
<td>26</td>
<td>T-904-1</td>
<td>SODDING</td>
<td>SY</td>
<td>17,522</td>
<td>$0.00</td>
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<tr>
<td>27</td>
<td>T-905-1</td>
<td>TOPSOIL (FURNISHED FROM OFF THE SITE)</td>
<td>CY</td>
<td>1,945</td>
<td>$0.00</td>
<td></td>
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<tr>
<td>28</td>
<td>L-100-5.3</td>
<td>ELECTRICAL DEMOLITION</td>
<td>LS</td>
<td>1</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>L-100-6.1</td>
<td>TEMPORARY JUMPERS, LIGHTING AND SIGNAGE</td>
<td>LS</td>
<td>1</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>L-108-5.1</td>
<td>NO. 8 AWG, 5 KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT</td>
<td>LF</td>
<td>304,170</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>L-108-5.2</td>
<td>NO. 6 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE, INCLUDING CONNECTIONS AND GROUND RODS</td>
<td>LF</td>
<td>2,266</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>L-110-5.1</td>
<td>NON-ENCASED 1-WAY 2&quot; CONDUIT</td>
<td>LF</td>
<td>454</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>L-110-5.2</td>
<td>CONCRETE ENCASED 1-WAY 2&quot; CONDUIT</td>
<td>LF</td>
<td>796</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>L-110-5.3</td>
<td>NON-ENCASED 2-WAY 4&quot; DUCT</td>
<td>LF</td>
<td>550</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>L-110-5.5</td>
<td>NON-ENCASED 12-WAY 4&quot; DUCT</td>
<td>LF</td>
<td>260</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>L-125-5.1</td>
<td>L-852A(L) LED IN-PAVEMENT TAXIWAY CENTERLINE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-868 BASE CAN</td>
<td>EA</td>
<td>229</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>L-125-5.2</td>
<td>L-852B(L) LED IN-PAVEMENT TAXIWAY CENTERLINE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-868 BASE CAN</td>
<td>EA</td>
<td>654</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>L-125-5.3</td>
<td>L-861T(L) LED ELEVATED TAXIWAY EDGE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-867 BASE CAN</td>
<td>EA</td>
<td>605</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>L-125-5.4</td>
<td>NEW SIZE &quot;B&quot; L-867 BASE CAN FOR ANY NEW ELEVATED FIXTURE IN NEW PAVEMENT</td>
<td>EA</td>
<td>7</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>L-125-5.5</td>
<td>NEW SIZE &quot;B&quot; L-868 BASE CAN FOR ANY IN-PAVEMENT FIXTURE IN NEW PAVEMENT</td>
<td>EA</td>
<td>13</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>L-125-5.6</td>
<td>ADJUST EXISTING SIZE &quot;B&quot; L-867 BASE CAN TO NEW FINISH GRADE</td>
<td>EA</td>
<td>56</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>
RFB 20-34MMW: Rehabilitation of Taxiways A, F, and G2 – Southwest Florida International Airport

<table>
<thead>
<tr>
<th></th>
<th></th>
<th><strong>NEW SIZE 3 2-MODULE SIGN ON NEW OR EXISTING CONCRETE FOUNDATION</strong></th>
<th><strong>EA</strong></th>
<th>13</th>
<th>$0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>42</td>
<td>L-125-5.7</td>
<td>NEW SIZE 3 3-MODULE SIGN ON NEW OR EXISTING CONCRETE FOUNDATION</td>
<td><strong>EA</strong></td>
<td>29</td>
<td>$0.00</td>
</tr>
<tr>
<td>43</td>
<td>L-125-5.8</td>
<td>NEW CONCRETE FOUNDATION FOR SIZE 3 2-MODULE SIGN</td>
<td><strong>EA</strong></td>
<td>2</td>
<td>$0.00</td>
</tr>
<tr>
<td>44</td>
<td>L-125-5.9</td>
<td>24 STRAND FIBER OPTIC CABLE</td>
<td><strong>LF</strong></td>
<td>550</td>
<td>$0.00</td>
</tr>
<tr>
<td>45</td>
<td>L-140-6.1</td>
<td>(3)-1.25 INNERDUCT</td>
<td><strong>LF</strong></td>
<td>550</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**GRAND TOTAL BID NUMBER:** $0.00

NOTICE: Quantity and unit price breakdown not highlighted in green is for informational purposes only. Bidders are responsible for verifying quantities to the degree he/she deems necessary in order to submit a lump sum bid. Quantities and unit prices will NOT be used to determine award in any case. The Grand Total Bid Number only will be used for consideration of low bid award. This is not a unit price contract. Unit prices highlighted in GREEN may be used to make contract adjustments ONLY in the event of a change in the work as approved by the owner. There will be NO adjustments for errors of quantity take-offs or variations caused by existing conditions regardless of bidder’s basis of information.

**Bidder must bid on all bid items. Any bidder not bidding all bid items will be considered nonresponsive and disqualified.**

**FAA Advisories to be followed (or newer version as updated by FAA):** FAA AC 150/5370-2G Operational Safety on Airports During Construction, FAA AC 150/5200-18C Airport Safety Self Inspection, FAA AC 150/5210-5D Painting, Marking & Lighting of Vehicles Used on an Airport, FAA AC 150/5200-33B Hazardous Wildlife Attractants on or Near Airports.

**NOTES / INSTRUCTIONS:**

1) All bidders are required to hold their bid prices for 180 days after the date bids are due. Bidder shall provide a Bid Bond with their bid submittal. Bid Bonds shall be provided in the amount of 5% of the Grand Total Bid Number.

2) Contractor shall submit a complete bid including pricing for the entire scope of work and by providing unit costs for each item indicated herein. It shall be the bidder’s sole responsibility to ensure formatting and mathematical calculations be precise and correct. Bidders shall provide prices for all items to be considered a complete and responsive bid.

3) Basis for ranking of bids shall be determined by a number of factors including but not limited to the Grand Total Bid Number for all items within the bid schedule.

4) The bidder shall provide a Unit Price and the extended Bid Price for each line item in the bid schedule. Failure to follow bid instructions may be grounds for bid rejection.

5) Prospective responsive low bidder (based on Grand Total Bid Number) will enter into a lump sum contract with the Lee County Port Authority.

6) Estimated quantities herein are published solely for the purpose of establishing the basis for lump sum bid award. Quantities provided that are NOT highlighted in green are for information only. Bidders are solely responsible for verification of contract quantities NOT highlighted in GREEN. Quantities provided that are highlighted in GREEN shall be compensated based upon the final field verified quantity installed in place, assuming placement / installation of said items is deemed compliant to design intent by the CEI and Engineer of Record. Specification C-110 Percent Within Limits (PWL) calculations will be used for acceptance of material associated with Hot Mix Asphalt Pavement.

7) The project will be awarded as a lump sum contract according to the low responsive bidders provided Grand Total Bid Number. The Lee County Port Authority desires to make appropriate adjustments to only those item numbers highlighted in GREEN (also indicated with **) at the appropriate time. The pay items highlighted in GREEN shall be compensated based upon the final field verified quantity installed in place, assuming placement / installation of said items is deemed compliant to design intent by the CEI and Engineer of Record. Specification C-110 Percent Within Limits (PWL) calculations will be used for acceptance of material associated with Hot Mix Asphalt Pavement.

8) Specification C-105-1 Mobilization shall be limited to 10 percent of the Grand Total Bid Number.

9) The bidder proposes to furnish all material, equipment and labor to execute all work associated with the project.

10) All project design documents and specifications take precedence over any bid notes mentioned herein.

**NAME OF BIDDER __________________________**
FORM 2: OFFICIAL BID FORM (Page 4 of 4)

Each Bidder must demonstrate to the satisfaction of the LCPA that the minimum qualifications set forth in Part B have been met. Each bidder must provide the information requested below. Up to date and current contact information is the sole responsibility of the Bidder. The inability to perform reference checks due to the submittal of inaccurate or outdated reference contact information will be viewed as a negative aspect of the Bidder’s response and may affect the LCPA’s determination of responsiveness.

**Project Information and Reference**

1.  

   BIDDER FIRM NAME

   TAXIWAY OR RUNWAY PROJECT NAME

   AIRPORT NAME

   YEAR PROJECT STARTED/COMPLETED

   DOLLAR VALUE OF CONSTRUCTION

   AIRPORT CONTACT NAME

   POSITION HELD ON PROJECT

   AIRPORT CONTACT CURRENT TITLE

   CURRENT ADDRESS

   CURRENT CITY, STATE ZIP CODE

   CURRENT TELEPHONE #

   CURRENT EMAIL

2.  

   BIDDER FIRM NAME

   PROJECT NAME

   AIRPORT NAME

   YEAR PROJECT STARTED/COMPLETED

   DOLLAR VALUE OF CONSTRUCTION

   AIRPORT CONTACT NAME

   POSITION HELD ON PROJECT

   AIRPORT CONTACT CURRENT TITLE

   CURRENT ADDRESS

   CURRENT CITY, STATE ZIP CODE

   CURRENT TELEPHONE #

   CURRENT EMAIL
FORM 3: LOBBYING AFFIDAVIT

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

___________________, being first duly sworn, deposes and says that he or she is the (circle one as appropriate – sole owner, general partner, joint venture partner, president, secretary or authorized representative of bidder, maker of the attached bid and that neither the bidder nor its agents have lobbied to obtain an award of the agreement pursuant to this bid from the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this competitive solicitation.

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

AFFIANT: ______________________________

Date: ____________________________

State of: ____________________________

County of: ____________________________

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

_________________________________________  Serial/Commission No.

Signature of Notary
FORM 4: PUBLIC ENTITY CRIMES FORM

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

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

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

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

BIDDER’S NAME: ________________________________

Note: This form must be submitted with the bidder's bid submittal
FORM 5: BIDDER’S SCRUTINIZED COMPANIES CERTIFICATION

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

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

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

____________________________________________
Authorized Signature

State of:  
County of:  

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.

Note: This form must be submitted with the bidder’s bid submittal
FORM 6: BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____________, as Principal, and ________________, a corporation licensed to do business in the State of Florida as a surety, are held firmly bound unto LEE COUNTY PORT AUTHORITY, LEE COUNTY, FLORIDA (obligee), in the sum of $__________________________ ($____.__) for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this _____ day of _____________, 2020.

WHEREAS, said Principal is herewith submitting a bid for RFB 20-34MMW, Airside Pavement Rehabilitation – Southwest Florida International Airport.

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the contract upon said bid within the specified time and shall enter into a written agreement, satisfactory in form, and shall provide an acceptable Performance and Payment Bond from a Surety acceptable to the Authority as well as other insurance as may be required by the Authority within ten (10) calendar days from the issuance of the written Notice of Intent to Award date, or within such extended period as the Port Authority may grant, then this obligation shall be null and void. Otherwise, said Principal and Surety shall pay to said Authority in money the difference between the amount of the bid of said Principal and the amount for which said Authority may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said Port Authority if suit be brought hereon, but in no event shall Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon finding from the Board of Port Commissioners for Lee County that the bid protest was frivolous and/or lacked merit.

Witness as to Principal:__________________________________________ (SEAL)
      (Principal)

__________________________________________
      (By)

Witness as to Surety: ____________________________________________ (SEAL)
      (Surety's name)

__________________________________________
      (By-As Attorney in Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.
FORM 7: PUBLIC CONSTRUCTION BOND

BY THIS BOND, We ______________________ located at________________________, as
(Name of Contractor) (Address)

Principal and ______________________ a corporation, whose address is
(Name of Surety)

are bound to Lee County Port Authority, a political subdivision of the State of Florida, herein called Authority, in the sum of $__________ for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

WHEREAS, the Contractor has entered into an Agreement with the Authority for the project titled Airside Pavement Rehabilitation, with conditions and provisions as are further described in the aforementioned agreement, which agreement is by reference made a part hereof for the purposes of explaining this bond.

THE CONDITION OF THIS BOND is that Principal:

1. Performs the Agreement between Principal and Authority for performance of Airside Pavement Rehabilitation, the Agreement being made a part of this bond by reference, at the times and in the manner prescribed in the agreement; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the agreement; and

3. Pays Authority all losses, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that Authority sustains because of a default by Principal under the agreement; and

4. Performs the guarantee of all Work and materials furnished under the agreement for the time specified in the agreement, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions of Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the agreement or the changes does not affect Surety’s obligation under this bond.

DATED ON____________________

CONTRACTOR AS PRINCIPAL: SURETY:

Contractor Name

_____________________________   __________________________
Signature        Signature

Surety Name

_____________________________   __________________________
Signature        Signature
<table>
<thead>
<tr>
<th>Print Name</th>
<th>Title</th>
<th>Print Name</th>
<th>Title</th>
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(Corporate Seal)

(Corporate Seal)

**LICENSED FLORIDA AGENT or BROKER**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>License Number</th>
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<tr>
<th>Address</th>
<th>State of</th>
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<th>City/State/ZIP</th>
<th>County of</th>
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<th>Telephone</th>
<th>City of</th>
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FORM 9: Utilization Statement: Disadvantaged Business Enterprise (DBE). Note: This form must be submitted with the bidder’s bid submittal

By completing this form Bidders must identify and document whether they will meet the Port Authority’s DBE participation goal for this project (14%), and if not, Bidders should identify and document its good faith efforts to meet the goal, as set forth in 49 CFR, Appendix A, Subpart C 26.53.

<table>
<thead>
<tr>
<th>CERTIFIED DBE(s) LIST</th>
<th>$ Value of Work</th>
<th>Percent of Total Project</th>
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</thead>
<tbody>
<tr>
<td>1. ____________________</td>
<td>$______________</td>
<td>_____%</td>
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<td>Type of Work/Specialty:</td>
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<td>2. ____________________</td>
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<td>Type of Work/Specialty:</td>
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<td>3. ____________________</td>
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<td>Type of Work/Specialty:</td>
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<td>4. ____________________</td>
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<td>Type of Work/Specialty:</td>
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<tr>
<td>5. ____________________</td>
<td>$______________</td>
<td>_____%</td>
</tr>
<tr>
<td>Type of Work/Specialty:</td>
<td>____________________</td>
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Attach Additional Sheets as Necessary

The undersigned bidder has satisfied the requirements of the bid conditions in the following manner. (Please mark appropriate box)

☐ The bidder is committed to a minimum of _____% DBE utilization on this project.

☐ The bidder, while unable to meet the established goal, hereby commits to a minimum of ________% DBE utilization on this project and also submits documentation, as an attachment(s) demonstrating good faith efforts (GFE).

<table>
<thead>
<tr>
<th>Total Value of Base Bid</th>
<th>$</th>
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<tbody>
<tr>
<td>Total of DBE Subcontract(s) Work</td>
<td>$</td>
</tr>
</tbody>
</table>

Print Bidder’s/Offeror’s Company Name

Print Name of Authorized Representative

Company Address:

City: State: Zip Code:

Phone Number: E-mail:

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein, have agreed to perform a commercially useful function as described in 49 CFR Part 26.55(c) in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Lee County Port Authority and the CM for this project.

Signature of Authorized Representative Date
LETTER OF COMMITMENT
Disadvantaged Business Enterprise
(This page shall be submitted with bid submittal for each proposed DBE firm)

Bidder/Offeror
Company Name: __________________________________________________
Project Name/#: _________________________________________________

DBE Firm:
Company Name: _________________________________________________
Address: _________________________________________________________
City: ________________ State: ___________ Zip ___________

DBE Contact Person:
Name: __________________________ Phone: (____) _________________
E-mail: _________________________________________________________

<table>
<thead>
<tr>
<th>Work items(s) to be performed by DBE Firm</th>
<th>Quantity/Unit Price</th>
<th>Total Value of Work</th>
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<tr>
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Totals

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

Total DBE contract amount: $____________________________

Affirmation:
The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: ________________________________________________
    (Signature of DBE Firm’s Authorized Representative) (Date)
    ________________________________ (Title)

*In the event the bidder does not receive award of bid, any and all representations in this Letter of Commitment and Affirmation shall be null and void.
FORM 11: CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY. Submission of this form is REQUIRED with bid submittal.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder must complete, sign, date, and submit this certification statement with its proposal. The bidder must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (□) or the letter “X”.

☐ Bidder hereby certifies that it will comply with 49 USC § 50101 by:
  a) Only installing steel and manufactured products produced in the United States; or
  b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder agrees:
• To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
• To faithfully comply with providing U.S. domestic products.
• To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ Bidder hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type
4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder with the apparent low bid agrees:

a) To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.

b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the bid.

c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

d) To furnish U.S. domestic product for any waiver request that the FAA rejects.

e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

REQUIRED DOCUMENTATION

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

a) Detailed cost information for total project using U.S. domestic product

b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

[END OF FORM]
FORM 12: CERTIFICATE OF BUY AMERICAN COMPLIANCE-MANUFACTURED PRODUCTS. Submission of this form with bidder’s bid submittal is REQUIRED.

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder must complete, sign, date, and submit this certification statement with their bid. The bidder must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

☐ Bidder hereby certifies that it will comply with 49 USC § 50101 by:
  a) Only installing steel and manufactured products produced in the United States;
  b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder agrees:
1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder with the apparent low bid agrees:
1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

REQUIRED DOCUMENTATION

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

  a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
  b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
  c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

  a) Detailed cost information for total project using U.S. domestic product
  b) Detailed cost information for total project using non-domestic product
**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

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</table>
FORM 13: CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

Submission of this form with bidder’s bid submittal is REQUIRED.

CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is (✓) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is (✓) is not ( ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

____________________________  _______________________________
Date       Signature

____________________________  _______________________________
Company Name     Title
FORM 14: TRADE RESTRICTION CERTIFICATION
By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country.
country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Signature of bidder: __________________________________________________

[END OF FORM]
FORM 15 - NO BID SUBMISSION. Submission of this form is optional.

Return this form to the Purchasing Office if not submitting a bid. Please indicate the reason(s) by checking any appropriate item(s) listed below. Submit to: PROCUREMENT MANAGER by email at mmwendel@FlyLCPA.com or by mail to Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913

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

______________ Services are not available through our company
______________ Cannot meet the scope of work or specifications

Circle one - Scope of Services/Specifications are:

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<tr>
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<th>too rigid</th>
<th>too vague</th>
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<tr>
<td>not applicable</td>
<td></td>
<td>Insufficient time allowed for preparation</td>
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<tr>
<td>not clearly understood</td>
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</table>

______________ Other reason(s): ________________________________

How did you learn about this solicitation?

_______ Public Purchase
_______ Local newspaper
_______ Florida Airports Council
_______ Airport Minority Advisory Council
_______ Word of mouth

Company _______________________________________________________

Representative _________________________________________________

Telephone __________________________ Fax: ________________________

Email Address: _________________________________________________

DATE: _________________________________________________________
SEALED BID LABEL

Cut along the outer border and affix this label to your sealed solicitation submission to identify it as a “Sealed Bid”

SEALED BID • DO NOT OPEN

SOLICITATION NO.: RFB 20-34MMW

SOLICITATION TITLE: REHABILITATION of TAXIWAYS A, F and G2

DATE DUE: April 30, 2020

TIME DUE: Prior to 2:00 PM

SUBMITTED BY: (Name of Company)

e-mail address

Telephone

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

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
Fort Myers, Florida 33913
(239) 590-4556 Main Line
(239) 590-4557 Melissa M. Wendel, Procurement Manager

PLEASE PRINT CLEARLY
State of Florida
Department of State

I certify from the records of this office that PREFERRED MATERIALS, INC. is a Georgia corporation authorized to transact business in the State of Florida, qualified on September 1, 1989.

The document number of this corporation is P25884.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on April 17, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fifth day of July, 2019

[Signature]
Secretary of State

Tracking Number: 6297758624CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication
Detail by Entity Name

Foreign Profit Corporation
PREFERRED MATERIALS, INC.

Filing Information

Document Number       P25884
FEIN/EIN Number       58-1401468
Date Filed            09/01/1989
State                 GA
Status                ACTIVE
Last Event            NAME CHANGE AMENDMENT
Event Date Filed      02/03/2014
Event Effective Date  NONE

Principal Address
4636 Scarborough Drive
Lutz, FL 33559

Changed: 04/17/2019

Mailing Address
4636 Scarborough Drive
Lutz, FL 33559

Changed: 04/17/2019

Registered Agent Name & Address
CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 02/01/2013

Address Changed: 02/01/2013

Officer/Director Detail

Name & Address
Title President, CEO, Director
Duke, Robert F.
4636 Scarborough Drive
Lutz, FL 33559
Title Secretary, Treasurer

Rothering, John
4636 Scarborough Drive
Lutz, FL 33559

Title Assistant Secretary

Hickman, Gary P.
900 Ashwood Parkway
Suite 600
Atlanta, GA 30338

Title Director

Keating, John J.
14 Monument Square
Suite 302
Leominster, MA 01453

Title VP, Asst. Secretary

Fales, Darryl W.
4636 Scarborough Drive
Lutz, FL 33559

Title VP, Asst. Secretary

Wear, Nicholas B.
4636 Scarborough Drive
Lutz, FL 33559

Title VP, Asst. Secretary

Yelvington, Gary
4636 Scarborough Drive
Lutz, FL 33559

Title VP, Asst. Secretary

Hooper, John R.
4636 Scarborough Drive
Lutz, FL 33559

Title VP, Asst. Secretary

Taylor, John W.
4636 Scarborough Drive
Lutz, FL 33559

Title VP, Asst. Secretary
June 7, 2019

PREFERRED MATERIALS INC.
11482 COLUMBIA PARK DR W
JACKSONVILLE, FLORIDA 32258

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2020. However, the new application is due 4/30/2020.

In accordance with §337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant’s audited annual financial statements.

If your company’s maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link: HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND sodding, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, MILLING, REHABILITATION OF CONCRETE PAVEMENT, CONCRETE SLAB REPLACEMENT, CURB AND GUTTER, DRIVEWAYS, REINFORCED EARTH WALLS, SLIP FORM BARRIER WALL, TRAFFIC SEPARATORS, ATTENUATORS, UNDERGROUND UTILITIES (WATER & SEWER), FORCE MAIN, LIFT STATION, LEACHATE AND GAS PIPING.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

[Signature]
Alan Autry, Manager
Contracts Administration Office

AA: cj

www.fdot.gov
<table>
<thead>
<tr>
<th>Project Title</th>
<th>Project Award Amount</th>
<th>Project Change Orders</th>
<th>Project Total Value</th>
<th>Design Professional/Engineer Estimate</th>
<th>Description of work</th>
<th>Actual days to complete</th>
<th>Scheduled Completion Date</th>
<th>Completion Date</th>
<th>Owner Name</th>
<th>Address and Phone Number</th>
<th>Designer/Engineer Name</th>
<th>Address contact name and email</th>
<th>Superintendent</th>
<th>Federally Funded</th>
</tr>
</thead>
<tbody>
<tr>
<td>Avon Park Air Force Base Repair Runway 6</td>
<td>$1,377,358.00</td>
<td>0</td>
<td>$1,377,358.00</td>
<td>unknown</td>
<td>3&quot; mill &amp; overlay of approx 4,300 LF of the 5-23 runway, 85+ ft. wide.</td>
<td>60</td>
<td>4/1/2015</td>
<td>4/30/2015</td>
<td>601 Contracting Squadron MacDill AFB SUB to: Pedro Falcon Contractors Contact: Christian Brisson Email: <a href="mailto:db@aaronfalcon.com">db@aaronfalcon.com</a> Phone: 813-423-4230</td>
<td>The Asb Group, Inc. 5802 Benjamin Cesar Dr Ste 10 Tampa, FL 33604 Phone: 813-293-8999 Contact Name: Christopher K. Martin PE</td>
<td><a href="mailto:lagin.miller@preferredmaterials.com">lagin.miller@preferredmaterials.com</a></td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lee County Mosquito Control District Taxiway Extensions</td>
<td>$321,027.49</td>
<td>0</td>
<td>$321,027.49</td>
<td>unknown</td>
<td>Clearing and grading of taxiway extension areas and medways. 6.4&quot; compacted limestone base with 4,770 SY of 1-1/4&quot; SRR asphalt and 1-1/2&quot; SSI asphalt (multiple lifts) for the taxiway extension and 2,060 SY of 1-1/4&quot; SRR for miscellaneous roadway paving.</td>
<td>30</td>
<td>9/30/2016</td>
<td>9/30/2016</td>
<td>Lee County Mosquito Control District</td>
<td>15191 Homestead Rd, Lehigh Acres, FL 33971 239-694-2174</td>
<td>James &amp; Associates Consulting Engineering James Lee 1520</td>
<td>Jason Bates <a href="mailto:jason.bates@preferredmaterials.com">jason.bates@preferredmaterials.com</a></td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Immokalee Regional Airport Taxiway B Rehabilitation</td>
<td>$415,819.46</td>
<td>0</td>
<td>$415,819.46</td>
<td>unknown</td>
<td>Pavement rehab 50 SY variable mill and 2,919 tons 12.5m TLA 4&quot;</td>
<td>30</td>
<td>12/31/2017</td>
<td>12/31/2017</td>
<td>Collier County Airport Authority</td>
<td>165 Airpark Boulevard Immokalee, FL 34142 239-677-4003</td>
<td>Timothy J. Parker Hoke 8200 Whiskey Creek Dr Port Myers, FL 33915 239-898-1200</td>
<td>Jason Bates <a href="mailto:jason.bates@preferredmaterials.com">jason.bates@preferredmaterials.com</a></td>
<td>Yes</td>
<td></td>
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<tr>
<td>Jaxx Terminal Access Road and Parking Lot Rehab</td>
<td>$367,680.02</td>
<td>1</td>
<td>$392,250.77</td>
<td>unknown</td>
<td>Rehabilitation of Aviation Avenue and Administration Parking Lot at Jacksonville Executive at Craig Airport. 16,405 SY of variable depth milling and 1,650 Tons of Bituminous surface course. This project also includes rewatering time clock base course in some areas and topsoil(seed.</td>
<td>43</td>
<td>11/6/2017</td>
<td>12/4/2017</td>
<td>Jacksonville Aviation Authority</td>
<td>14201 Pesca Rd, Jacksonville, FL 32218 904-791-2000</td>
<td>Jacobs 200 W. Kesslech Street Suite 1200 Jacksonville, FL 32205 904-436-5432</td>
<td>Darrell Victory</td>
<td>Yes</td>
<td></td>
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<td>Page Field Airport</td>
<td>$2,345,158.01</td>
<td>0</td>
<td>$2,345,158.01</td>
<td>unknown</td>
<td>Pavement rehabilitation involving 63,157 SY of 2&quot; milling and 11,361 tons of surface course asphalt</td>
<td>321</td>
<td>9/30/2018</td>
<td>9/30/2018</td>
<td>Lee County Airport Authority</td>
<td>11000 Terminal Access Rd, Suite 9071, Fort Myers, FL 33903 239-590-4800</td>
<td>Timothy J. Parker Hoke 8200 Whiskey Creek Dr Port Myers, FL 33915 239-988-1200</td>
<td>Jason Bates <a href="mailto:jason.bates@preferredmaterials.com">jason.bates@preferredmaterials.com</a></td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Rehabilitation of Runway 9R/27L and Related Work</td>
<td>$20,497,329.00</td>
<td>1,786,780.72</td>
<td>$18,710,549.28</td>
<td>unknown</td>
<td>Mill &amp; Resurface 2,397 tons of asphalt</td>
<td>unknown</td>
<td>10/15/2018</td>
<td>10/15/2018</td>
<td>Orlando Melbourne International Airport</td>
<td>One Air Terminal P.O. Box Melbourne, FL 32901 (321) 723-6227</td>
<td>AUCON, Inc. 953 Croton Drive Melbourne, FL 32951 321-428-3777</td>
<td>Chris Alto, Project Manager</td>
<td>Yes</td>
<td></td>
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<tr>
<td>Cecil Airport Rehabilitation Runway 9R/27L</td>
<td>$1,709,082.37</td>
<td>0</td>
<td>$1,709,082.37</td>
<td>unknown</td>
<td>Rehabilitation of the 4,239 feet long and 100 feet wide runway 27L at Cecil Airport located in Jacksonville, Florida. The scope of the project included 2-inch thick milling and resurfacing a 30-foot wide runway center line section, and 2.5-inch thick milling and resurfacing the remaining 74-foot pavement sections on each side of the center line. The project includes surface preparation, miscellaneous demolition/removal of old asphalt and shoulder anchors in the pavement, pavement marking, and other associated work.</td>
<td>116</td>
<td>3/20/2019</td>
<td>7/25/2019</td>
<td>Jacksonville Aviation Authority</td>
<td>14201 Pesca Rd, Jacksonville, FL 32218 904-791-2000</td>
<td>Glenn Baker 300 Jacksonville, FL 32255 904-791-0313</td>
<td>No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ACTION BY WRITTEN CONSENT
IN LIEU OF AN ANNUAL MEETING OF
THE BOARD OF DIRECTORS
OF
PREFERRED MATERIALS, INC.

The undersigned, being all of the members of the Board of Directors of Preferred Materials, Inc., a Georgia corporation (the “Corporation”), do hereby, pursuant to applicable Georgia statute, give this written consent (a) to the dispensation of an annual meeting of the Board of Directors of the Corporation and (b) to the taking of the following actions, such actions to have the same force and effect had a meeting been duly called and held:

I. ELECTION OF OFFICERS

RESOLVED, that effective September 1, 2019 all previous elections of officers are terminated, and the following persons be, and hereby are, elected to serve as officers of the Corporation (each individually, an “Officer” and collectively, the “Officers”) in the capacities set forth opposite their respective names until such time as their successors shall be elected and qualified:

Robert F. Duke President/Chief Executive Officer
John Rothering Secretary & Treasurer
Brian Morton Vice President & Assistant Secretary
Darryl W. Fales Vice President & Assistant Secretary
Gary Yelvington Vice President & Assistant Secretary
John R. Hooper Vice President & Assistant Secretary
John W. Taylor Vice President & Assistant Secretary
Joseph Apple Vice President & Assistant Secretary
Kenneth C. Laing Vice President & Assistant Secretary
Lothar Alomia Vice President & Assistant Secretary
Mark S. Marine Vice President & Assistant Secretary
Michael Japaluccio Vice President & Assistant Secretary
Nicholas B. Wear Vice President & Assistant Secretary
Robert B. Royal Vice President & Assistant Secretary
Robert Spillman Vice President & Assistant Secretary
Travis Raitt Vice President & Assistant Secretary
Miguel Alvarez Vice President & Assistant Secretary
William B. Miller Admin. Vice President and Assistant Secretary

FURTHER RESOLVED, that the Officers be, and each of them hereby is, authorized to execute and deliver agreements, contracts, documents, certificates, and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation’s business, including without limitation, selling products and securing construction work, and to take such other action, as they may deem necessary, advisable, convenient, or appropriate to carry out and fully perform duties incident to the office or offices so appointed, and such other duties as may be prescribed by the Board of Directors from time to time;
FURTHER RESOLVED, that the following persons are hereby designated Officers solely for the purpose of attesting signatures of other Officers signing on behalf of the Corporation, and for executing and attesting various corporate documents, tax returns, affidavits, and other instruments as may be necessary from time to time:

Angelica Espinal       Assistant Secretary & Assistant Treasurer
Bethany Casimir       Assistant Secretary & Assistant Treasurer
Carmen Sutton         Assistant Secretary & Assistant Treasurer
Elizabeth Stafford    Assistant Secretary & Assistant Treasurer
Sara W. Wright        Assistant Secretary & Assistant Treasurer
Tracy Kinney          Assistant Secretary & Assistant Treasurer
Vashti Moore          Assistant Secretary & Assistant Treasurer
Ashley Turner         Assistant Secretary
Carmen Hess           Assistant Secretary
Cheryl Kitzis         Assistant Secretary
David C. Lewis        Assistant Secretary
David M. Toolan       Assistant Secretary
Debbie Rios           Assistant Secretary
Gary P. Hickman       Assistant Secretary
John Risoen           Assistant Secretary
Marizabe R. Perez     Assistant Secretary
de Longstreet         Assistant Secretary
Michael F. Deaton     Assistant Secretary
Rick Jarvis           Assistant Secretary
Steven Wilson         Assistant Secretary
Sylvia Rocek          Assistant Secretary
Tamara A. Albright    Assistant Secretary
Wesley Murray         Assistant Secretary
William P. Jones      Assistant Secretary

II. APPOINTMENT OF AUTHORIZED EMPLOYEES

RESOLVED, that effective September 1, 2019 all previous appointments of authorized employees are terminated, and that the following persons be and each of them hereby is appointed to serve as an authorized employee of the Corporation, which persons shall be authorized to execute and deliver such agreements, contracts, documents, certificates and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation’s business including, without limitation, selling products and securing construction work:

Bobbie Reilly
Carl J. Thompson
Daniel Alten
David Cerniglia

Kevin Williams
Lawrence Trace Martell
Logan Miller
FURTHER RESOLVED, that the President of the Corporation may, from time to time, without further action by the Board of Directors, appoint other persons to serve as authorized employees, or remove any individuals from this capacity, and to direct those appointed to take such action, as he may deem necessary, advisable, convenient or appropriate to carry out and fully perform the duties incident to the office of President.

III. AUTHORIZATION OF TRADE NAMES

RESOLVED, that the activities and operations of the Corporation may be carried on in any of the following manners or styles as may from time-to-time be deemed necessary or appropriate:

Conrad Yelvington Distributors
Prestige Gunite

FURTHER RESOLVED, that the President of the Corporation may, from time to time, without further action by the Board of Directors, authorize the use of additional trade names, and to deem unauthorized any trade name previously authorized, as he may deem necessary, advisable, convenient or appropriate.

IV. MISCELLANEOUS

RESOLVED, that all actions previously taken by any Officer of the Corporation appointed hereunder in his/her capacity as such Officer be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the authorized acts and deeds of the Corporation;

FURTHER RESOLVED, that each undersigned agrees that electronic signatures, whether digital or encrypted, of the Board of Directors are intended to authenticate this consent and to have the same force and effect as manual signatures. As used in the previous sentence, the term "electronic signatures" means any electronic sound, symbol or process attached to or logically associated with this consent and executed and adopted by a member of the Board of
Directors with the intent to sign such consent, including, but not limited to, e-mail electronic signatures executed through DocuSign Services; and

**FURTHER RESOLVED**, that this Consent, following execution by all of the members of the Board of Directors, be filed in appropriate order in the minute book of the Corporation.

DocuSigned by: [Signature]
Rob Duke
9/12/2019

DocuSigned by: [Signature]
John Keating
9/15/2019
Hillsborough County, Florida

BUILDING SERVICES DIVISION

CERTIFICATE OF COMPETENCY

PAVING CONTRACTOR

SP14344
Certificate Number

08/31/2021
License Expiration Date

Issued to: SPILLMAN ROBERT
DBA: PREFERRED MATERIALS INC

Workers' Comp: 09/01/2019

Issuing Officer

This card is non-transferable and is revocable for cause.

The contractor listed hereon will be held responsible for all permits issued under this card. If this card is lost or stolen, notify the Hillsborough Co. Contractor Licensing Team immediately at (813) 272-5690, option 4. Your card must be renewed prior to the expiration date shown on the front.

Signature - not valid unless signed

HILLSBOROUGH COUNTY, FLORIDA

Type: PAVING CONTRACTOR

No Permit 08/31/2021 State Registered, If Applicable

SP14344 08/31/2021
Certificate No. Expiration Date

Issued To:

SPILLMAN ROBERT

DBA: PREFERRED MATERIALS INC

Workers' Comp: 09/01/2019

Issuing Officer
Mr. Terrell K. Arline
Office of County Attorney
840 West 11th Street
Panama City, Florida 32401

Dear Mr. Arline:

As County Attorney for Bay County, Florida, you have asked for my opinion on substantially the following question:

Can a county require contractors qualified by the Florida Department of Transportation pursuant to section 337.14, Florida Statutes, to possess additional contracting licenses (such as Chapter 469 licenses) as a condition to qualifying to contract for local government entity bridge, road, street, highway, or railroad construction projects?

In sum:

Bay County may require persons seeking to bid on county bridge, road, street, highway, or railroad projects at a cost in excess of $250,000 to be qualified to perform such work. A prequalified contractor considered eligible by the Florida Department of Transportation to bid to perform the type of work described in the contract is presumptively qualified. The county is required to establish prequalification criteria and procedures for contractors who are not prequalified by the Department of Transportation and the county is not precluded from requiring additional contracting licenses for projects on which those qualifications are relevant to performance, but such a requirement may not be imposed on Florida Department of Transportation prequalified transportation contractors.

Pursuant to the Florida Constitution, noncharter counties such as Bay County have such powers of self-government as are provided by general or special law. In this regard, the Legislature has granted noncharter counties broad powers to carry on county government. Section 125.01(1), Florida Statutes, provides that "[t]he legislative
Mr. Terrell K. Ariine  
Page Two  

and governing body of a county shall have the power to carry on county government [and to] the extent not inconsistent with general or special law" to exercise the general powers enumerated therein. Section 1(f), Article VIII, Florida Constitution, provides that the governing bodies of non-charter counties may enact ordinances not inconsistent with general or special law. Thus, non-charter counties, pursuant to section 125.01(1), Florida Statutes, may exercise the general powers enumerated therein. Those powers that may be exercised by county governments, however, are ultimately derived from the state and the jurisdiction of every county may be qualified by law.2

Section 125.01(1), Florida Statutes, provides that a non-charter county "shall have the power to carry on county government." To the extent there is no conflict with general or special law, this grant includes the power to:

(h) Establish, coordinate, and enforce zoning and such business regulations as are necessary for the protection of the public.
(i) Adopt, by reference or in full, and enforce housing and related technical codes and regulations.3

Thus, non-charter counties, such as Bay County, have been authorized to enact business regulations that may be necessary for the protection of the public.

Regulations applying to the construction industry have been declared to be advantageous to the public health, safety and welfare by the Florida Legislature.4

Section 255.20, Florida Statutes, describes the process for bids and contracts for public construction works undertaken by local governmental entities, including counties. The statute authorizes a local governmental entity to adopt criteria and procedures for certain transportation contractors to bid on local construction projects:

(a) Notwithstanding any other law, a governmental entity seeking to construct or improve bridges, roads, streets, highways, or railroads, and services incidental thereto, at a cost in excess of $250,000 may require that persons interested in performing work under contract first be certified or qualified to perform such work. A contractor may be considered ineligible to bid if the contractor is behind by 10 percent or more on completing an approved progress schedule for the governmental entity at the time of advertising the work. A prequalified contractor considered eligible by the Department of Transportation to bid to perform the type of work described under the contract is presumed to be qualified to perform the work described. The governmental entity may provide an appeal process to overcome that presumption with de novo review based on the record below to the circuit court.
(b) For contractors who are not prequalified by the Department of Transportation, the governmental entity shall publish prequalification criteria and procedures prior to advertisement or notice of solicitation. Such publications must include notice of a public hearing for comment on such criteria and procedures prior to adoption. The procedures must provide for an appeal process within the authority for making objections to the prequalification process with de novo review based on the record below to the circuit court within 30 days.6

Thus, a county may develop its own prequalification criteria and procedures for local bids and contracts for public construction works for bridges, roads, streets, highways, or railroads which will cost in excess of $250,000. Prequalification by the Florida Department of Transportation (DOT) under Chapter 337, Florida Statutes, will present a presumption that the bidder on any such projects is qualified to do the work, but the county may appeal that presumption.

The statute authorizes a local governmental entity to adopt its own criteria and procedures for prequalification of those contractors who are not prequalified by DOT and does not preclude a requirement for additional contracting license requirements for those contractors. In fact, section 255.20(1)(b), Florida Statutes, specifically recognizes that a governmental entity must publish prequalification criteria and procedures for contractors who are not prequalified by DOT prior to advertisement or notice of solicitation so that those contractors who have not qualified with the department may bid on county projects. An appeals procedure must also exist for objections to the local prequalification process.6

However, those contractors who have been successfully prequalified by DOT pursuant to section 337.14, Florida Statutes, have been granted a legislative presumption that they are qualified to perform work on county projects. While an appeals process is contemplated by the statute to overcome the presumption, any attempt to impose additional requirements for contracting licenses under Part I, Chapter 489, Florida Statutes, on these contractors would conflict with provisions of general law.7

The Legislature, through the adoption of Part I, Chapter 489, Florida Statutes, has enacted regulations applying to the construction industry "in the interest of the public health, safety, and welfare."8 A contractor subject to Part I, Chapter 489, Florida Statutes, is a person who

for compensation, undertakes to, submits a bid to, or does himself or herself or by others construct, repair, alter, remodel, add to, demolish,
subtract from, or improve any building or structure, including related improvements to real estate[.]9

Part I, Chapter 489, Florida Statutes, was adopted to regulate designated trades in the construction industry: "prime contractors designated as general, building, and residential; and subcontractors providing services in the sheet metal, roofing, air conditioning, mechanical, and swimming pool trades."10 The list of designated trades falling within the scope of the term "contractor" and subject to regulation under Part I, Chapter 489, Florida Statutes, has been expanded over the years, but all of the contractors falling within the scope of this part are involved primarily with residential or commercial building construction.11

Section 489.113(2), Florida Statutes, states that "[n]o person who is not certified or registered shall engage in the business of contracting in this state."12 However, the statutes recognize a number of exemptions from this mandatory language including exemptions for authorized employees of the United States, or a municipality or county, and an exemption for an owner of property when acting as their own contractor.13

Section 489.103, Florida Statutes, codifies specific exemptions and states that Part I, Chapter 489, Florida Statutes, does not apply to, among others:

Contractors in work on bridges, roads, streets, highways, or railroads, and services Incidental thereto. The board, in agreement with the Department of Transportation, shall, by rule, define "services incidental thereto" for the purposes of this subsection only.

Thus, those persons performing the work described in section 489.103(1), Florida Statutes, are not required to be either certified or registered by the Florida Department of Business and Professional Regulation under Part I, Chapter 489, Florida Statutes to perform this work. They are not involved in trades that are subject to the certification or registration provisions under Part I, Chapter 489, Florida Statutes, and there is no procedure in place for these individuals to secure certification or registration for performing the designated trade as described therein.

While section 489.103(1), Florida Statutes, exempts contractors who work on bridges, roads, streets, highways, or railroads from the licensure provisions of Part I, Chapter 489, Florida Statutes, these contractors are subject to the prequalification procedures administered by DOT. As is mentioned in the discussion above, contractors who have been prequalified by DOT to perform the work described are presumed to be qualified for county transportation construction projects.
Section 337.14, Florida Statutes, requires DOT to adopt regulations for the qualification of competent and responsible bidders. If an applicant for qualification is found to possess the qualifications prescribed by law, then a certificate of qualification is issued. Such certificate shall authorize the holder to bid on all work on which bids are taken by the department for which the certificate indicates he or she is qualified. In addition, the department has promulgated administrative rules outlining the general procedural requirements for applicants to be certified by the department as qualified to bid on these contracts. The application submitted to the department requests information on the applicant, the applicant’s stakeholder, the applicant’s affiliates, and will include the applicant firm’s background, current and historical contract detail, construction experience, and expertise, financial information and requested classes of work. Audited financial statements are also required to be submitted. A list of equipment owned by the applicant that will be utilized in performing the requested classes of work must be included with the application with its book or salvage value, make, model, and description shown. Applicants are rated based upon their organization and management; equipment; integrity; and financial resources.

These provisions authorize the department to create a roster of contractors who have the experience, equipment, and financial resources to perform the classes of work for which that applicant seeks to be qualified. However, nothing in Chapter 337, Florida Statutes, relates to the registration or certification of contractors or requires that these contractors be tested. Rather, the statute appears to facilitate development of a list for use by DOT of certain construction contractors who have the necessary experience, equipment and financial resources to undertake large construction projects which the department may let for bid.

DOT is authorized to prequalify contractors desiring to bid for the performance of certain construction contracts which the department proposes to let, and this qualification establishes the presumption that a contractor bidding on county contracts is qualified to perform this work. Any attempt by a county to impose additional licensing requirements, such as those set forth in Part I, Chapter 489, Florida Statutes, on transportation contractors prequalified by DOT would appear to conflict with provisions of general law. However, nothing in Chapter 337, Florida Statutes, precludes a county from adopting licensure or examination requirements or other requirements relating to the qualifications of contractors bidding on county projects or enforcing those that the county may currently have in effect when those contractors have not been prequalified by the department.

Therefore, it is my opinion that Bay County may require persons seeking to bid on county bridge, road, street, highway, or railroad projects at a cost in excess of $250,000 to be qualified to perform such work. A prequalified contractor considered...
Mr. Terrell K. Arline
Page Six

eligible by the Florida Department of Transportation to bid to perform the type of work described in the contract is presumptively qualified. The county is required to establish prequalification criteria and procedures for contractors who are not prequalified by the Department of Transportation and the county is not precluded from requiring additional contracting licenses for projects on which those qualifications are relevant to performance but such a requirement may not be imposed on transportation contractors prequalified by the Florida Department of Transportation.

Sincerely,

Bill McCollum
Attorney General

BM/tgh

1 See s. 1(f), Art. VIII, Fla. Const.

2 See Cross Key Waterways v. Askew, 351 So. 2d 1062 (Fla. 1st DCA 1977), affirmed, 372 So. 2d 913 (Fla. 1978).

3 Section 125.01(1)(h) and (l), Fla. Stat.

4 See s. 489.101, Fla. Stat.

5 Section 255.20(1), Fla. Stat.

6 And see s. 255.20(1)(a), Fla. Stat., providing an appeals process for overcoming the prequalification eligibility presumption when a contractor has been prequalified by DOT.

7 See Art. VIII, s. 1(f), Fla. Const., authorizing non-charter county governments to enact county ordinances "not inconsistent with general or special law," and s. 125.01(1)(h), Fla. Stat., providing that non-charter county governments may act to the extent there is no conflict with general or special law; Spear v. Olson, 367 So. 2d 207, 211 (Fla. 1979).

8 See s. 489.101, Fla. Stat.

9 See s. 489.105(3), Fla. Stat., defining the term "[c]ontractor."
10 See Senate Staff Analysis and Economic Impact Statement, CS/SB 302, (subsequently designated Ch. 79-200, Laws of Fla.), 1979 Session of the Florida Legislature.

11 Part I, Ch. 489, Fla. Stat., now provides for regulation of such other designated trades in the construction industry as pollutant storage systems contractors and solar contractors.

12 And see s. 489.115(1), Fla. Stat.

13 See, e.g., s. 489.103(3) and (7), Fla. Stat., and s. 489.113(2), Fla. Stat., recognizing that a person who is not certified or registered may perform construction work under the supervision of a person who is certified or registered, provided that the work is within the scope of the supervisor's license and provided that the person being supervised is not engaged in construction work which would require a license as otherwise provided.


16 Id.


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(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Producer: Liberty Mutual Insurance Co. National Insurance East
2000 Westwood Dr.
Wausau, WI 54401

www.LibertyMutual.com

Insured:
Preferred Materials, Inc. (216-TAM)
5701 E. Hillsborough Avenue, Suite 1122
Tampa FL 33610

Contact:
Valerie Reece

<table>
<thead>
<tr>
<th>Insurer</th>
<th>Affording Coverage</th>
<th>NAIC #</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>Liberty Mutual Fire Insurance Company</td>
<td>23035</td>
</tr>
<tr>
<td>B</td>
<td>Liberty Insurance Corporation</td>
<td>42404</td>
</tr>
</tbody>
</table>

Certificate Number: 55169037
Revision Number:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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Descriptive of Operations / Locations / Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Information Purposes Only

Certificate Holder

For Information Purposes Only

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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FORM 6: BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Preferred Materials, Inc., as Principal, and Federal Insurance Company a corporation licensed to do business in the State of Florida as a surety, are held firmly bound unto LEE COUNTY PORT AUTHORITY, LEE COUNTY, FLORIDA (obligee), in the sum of $ Five Percent of Amount Bid ($ .5%) for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this 30th day of April, 2020.

WHEREAS, said Principal is herewith submitting a bid for RFB 20-34MMW, Airside Pavement Rehabilitation – Southwest Florida International Airport.

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the contract upon said bid within the specified time and shall enter into a written agreement, satisfactory in form, and shall provide an acceptable Performance and Payment Bond from a Surety acceptable to the Authority as well as other insurance as may be required by the Authority within ten (10) calendar days from the issuance of the written Notice of Intent to Award date, or within such extended period as the Port Authority may grant, then this obligation shall be null and void. Otherwise, said Principal and Surety shall pay to said Authority in money the difference between the amount of the bid of said Principal and the amount for which said Authority may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said Port Authority if suit be brought hereon, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon finding from the Board of Port Commissioners for Lee County that the bid protest was frivolous and/or lacked merit.

Witness as to Principal: Preferred Materials, Inc. (SEAL)

(Principal)

(By) Jacob Unger, Authorized Employee

Witness as to Surety: Federal Insurance Company (SEAL)

(Surety's name)

Tina Davis (By-As Attorney in Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.
State of Utah  
County of Salt Lake ss:

On April 30, 2020, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Tina Davis

Known to me to be Attorney-in-Fact of

Federal Insurance Company

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

LINDA L. NIPPER  
Notary Public - State of Utah
Comm. No. 700561  
My Commission Expires on Jun 9, 2022

My Commission Expires June 9, 2022
CHUBB
Power of Attorney
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Tina Davis, Lisa Hall, Linda Lee Nipper and Lindsey Plattner of Salt Lake City, Utah, as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 22nd day of July, 2019.

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon

On this 22nd day of July, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being under oath sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent’s presence.

Notarial Seal

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person’s written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company’s seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile of such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,

(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, N.J. this April 30, 2020

Dawn M. Chloros, Assistant Secretary
FORM 7: PUBLIC CONSTRUCTION BOND

BY THIS BOND, We __________________________ located at __________________________, as
(Name of Contractor) (Address)

Principal and __________________________, a corporation, whose address is
(Name of Surety)

are bound to Lee County Port Authority, a political subdivision of the State of Florida, herein called Authority, in the sum of $________ for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

WHEREAS, the Contractor has entered into an Agreement with the Authority for the project titled Airside Pavement Rehabilitation, with conditions and provisions as are further described in the aforementioned agreement, which agreement is by reference made a part hereof for the purposes of explaining this bond.

THE CONDITION OF THIS BOND is that Principal:

1. Performs the Agreement between Principal and Authority for performance of Airside Pavement Rehabilitation, the Agreement being made a part of this bond by reference, at the times and in the manner prescribed in the agreement; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the agreement; and

3. Pays Authority all losses, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that Authority sustains because of a default by Principal under the agreement; and

4. Performs the guarantee of all Work and materials furnished under the agreement for the time specified in the agreement, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions of Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the agreement or the changes does not affect Surety’s obligation under this bond.

DATED ON __________________________

CONTRACTOR AS PRINCIPAL: SURETY:

______________________________________
Contractor Name ________________________

______________________________________
Signature ________________________

______________________________________
Surety Name ________________________

______________________________________
Signature ________________________
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**LICENSED FLORIDA AGENT or BROKER**

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<th>City of</th>
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PART G – FORMS  Note: This form must be submitted with the bidder’s bid submittal FORM 1: BIDDER’S CERTIFICATION

I have carefully examined this Request for Bids (RFB) which includes information for bidders, special instructions and requirements, project information, grant requirements, Davis Bacon Wage Rates, DBE, insurance and bond requirements, special conditions, general conditions and plans and technical specifications. I acknowledge receipt and incorporation of the following addenda. The cost, if any, of such revisions has been included in the price of the bid.


I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least 180 calendar days to allow the Authority time to properly evaluate this bid. I agree that the Authority terms and conditions (http://www.flylcpa.com/purchasing/) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

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

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

Preferred Materials, Inc.
NAME OF BUSINESS

AUTHORIZED SIGNATURE
Jacob Unger, Authorized Employee
NAME, TITLE, TYPED
58-1401468
FEDERAL IDENTIFICATION #

State of: Florida
County of: Hillsborough

This foregoing instrument was acknowledged before me this 30th day of April, 2020, by Jacob Unger, who is personally known to me or produced N/A as identification.

Signature of Notary Susam J. Hibbard

5701 E. Hillsborough Ave. Suite 1122
MAILING ADDRESS
Tampa, Florida 33610
CITY, STATE & ZIP CODE
813-901-4771 813-664-8562
TELEPHONE NUMBER / FAX NUMBER
jacob.unger@preferredmaterials.com
EMAIL ADDRESS

GG906027
Serial/Commission No.

SUSAN J. HIBBARD
MY COMMISSION # GG 906027
EXPIRES: December 21, 2023
Bonded Thru Notary Public Underwriters
REVISED FORM 2 - ADDENDUM 4
OFFICIAL BID FORM - This form must be submitted with the bidder’s bid submittal

RFB20-34MMW  BIDDER: Preferred Materials

BID DUE DATE: THURSDAY, APRIL 30, 2020
PRIOR TO 2:00 P.M. LOCAL TIME

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

The undersigned, hereinafter called "bidder," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid solicitation documents, including but not limited to, Information to Bidders, Special Instructions and Requirements, Project Information, Insurance and Bonding Requirements, Disadvantaged Business Enterprise Program requirements, Project Plans and Specifications, forms, and other contract documents, and having fulfilled bid requirements herein, agrees to furnish all labor, materials, equipment,

REHABILITATION OF TAXIWAYS A, F, and G2
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

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

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Revised Official Bid Form
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<td>$20,000.00</td>
<td>20,000.00</td>
</tr>
<tr>
<td>29</td>
<td>ALCMS MODIFICATIONS CONTRACTOR EFFORT</td>
<td>LS</td>
<td>1</td>
<td></td>
<td>$5,305.74</td>
<td>5,305.74</td>
</tr>
<tr>
<td>30</td>
<td>ELECTRICAL DEMOLITION</td>
<td>LS</td>
<td>1</td>
<td></td>
<td>$105,265.78</td>
<td>105,265.78</td>
</tr>
<tr>
<td>31</td>
<td>EXISTING VAULT MODIFICATIONS</td>
<td>LS</td>
<td>1</td>
<td></td>
<td>$8,842.53</td>
<td>8,842.53</td>
</tr>
<tr>
<td>32</td>
<td>TEMPORARY JUMPERS, LIGHTING AND SIGNAGE</td>
<td>LS</td>
<td>1</td>
<td></td>
<td>$8,842.53</td>
<td>8,842.53</td>
</tr>
<tr>
<td>33</td>
<td>NO. 8 AWG, 5 KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT</td>
<td>LF</td>
<td>304,170</td>
<td></td>
<td>$1.54</td>
<td>468,421.80</td>
</tr>
<tr>
<td>34</td>
<td>NO. 6 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE, INCLUDING CONNECTIONS AND GROUND RODS</td>
<td>LF</td>
<td>2,266</td>
<td></td>
<td>$1.49</td>
<td>3,376.34</td>
</tr>
<tr>
<td>35</td>
<td>NON-ENCASED 1-WAY 2&quot; CONDUIT</td>
<td>LF</td>
<td>454</td>
<td></td>
<td>$5.73</td>
<td>2,601.42</td>
</tr>
<tr>
<td>36</td>
<td>CONCRETE ENCASED 1-WAY 2&quot; CONDUIT</td>
<td>LF</td>
<td>796</td>
<td></td>
<td>$25.36</td>
<td>20,185.98</td>
</tr>
<tr>
<td>37</td>
<td>NON-ENCASED 2-WAY 4&quot; DUCT</td>
<td>LF</td>
<td>550</td>
<td></td>
<td>$15.76</td>
<td>8,668.00</td>
</tr>
<tr>
<td>38</td>
<td>NON-ENCASED 12-WAY 4&quot; DUCT</td>
<td>LF</td>
<td>260</td>
<td></td>
<td>$67.54</td>
<td>17,560.40</td>
</tr>
<tr>
<td>39</td>
<td>L-852A(L) LED IN-PIVEMENT TAXIWAY CENTERLINE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-868 BASE CAN</td>
<td>EA</td>
<td>229</td>
<td></td>
<td>$1,742.40</td>
<td>399,009.60</td>
</tr>
<tr>
<td>40</td>
<td>L-852B(L) LED IN-PIVEMENT TAXIWAY CENTERLINE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-868 BASE CAN</td>
<td>EA</td>
<td>654</td>
<td></td>
<td>$1,662.82</td>
<td>1,087,484.28</td>
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<tr>
<td>41</td>
<td>L-861T(L) LED ELEVATED TAXIWAY EDGE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-867 BASE CAN</td>
<td>EA</td>
<td>605</td>
<td></td>
<td>$771.45</td>
<td>466,727.25</td>
</tr>
<tr>
<td>42</td>
<td>NEW SIZE &quot;B&quot; L-867 BASE CAN FOR ANY NEW ELEVATED FIXTURE IN NEW PAVEMENT</td>
<td>EA</td>
<td>7</td>
<td></td>
<td>$1,512.13</td>
<td>10,584.91</td>
</tr>
<tr>
<td>43</td>
<td>NEW SIZE &quot;B&quot; L-868 BASE CAN FOR ANY NEW IN-PIVEMENT FIXTURE IN NEW PAVEMENT</td>
<td>EA</td>
<td>13</td>
<td></td>
<td>$2,326.03</td>
<td>30,238.39</td>
</tr>
<tr>
<td>44</td>
<td>ADJUST EXISTING SIZE &quot;B&quot; L-867 BASE CAN TO NEW FINISH GRADE</td>
<td>EA</td>
<td>56</td>
<td></td>
<td>$618.65</td>
<td>34,644.40</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>L-125-5.7</td>
<td>NEW SIZE 3 2-MODULE SIGN ON NEW OR EXISTING CONCRETE FOUNDATION</td>
<td>EA</td>
<td>13</td>
<td>$ 4,969.35</td>
<td>$ 64,601.55</td>
</tr>
<tr>
<td>46</td>
<td>L-125-5.8</td>
<td>NEW SIZE 3 3-MODULE SIGN ON NEW OR EXISTING CONCRETE FOUNDATION</td>
<td>EA</td>
<td>29</td>
<td>$ 5,367.28</td>
<td>$ 155,651.12</td>
</tr>
<tr>
<td>47</td>
<td>L-125-5.9</td>
<td>NEW CONCRETE FOUNDATION FOR SIZE 3 2-MODULE SIGN</td>
<td>EA</td>
<td>2</td>
<td>$ 4,067.38</td>
<td>$ 8,134.76</td>
</tr>
<tr>
<td>48</td>
<td>L-140-6.1</td>
<td>24 STRAND FIBER OPTIC CABLE</td>
<td>LF</td>
<td>550</td>
<td>$ 4.09</td>
<td>$ 2,249.50</td>
</tr>
<tr>
<td>49</td>
<td>L-140-6.2</td>
<td>(3)-1.25 INNERDUCT</td>
<td>LF</td>
<td>550</td>
<td>$ 5.46</td>
<td>$ 3,003.00</td>
</tr>
</tbody>
</table>

GRAND TOTAL BID NUMBER $ 11,275,441.28

NOTICE: Quantity and unit price breakdown not highlighted in green is for informational purposes only. Bidders are responsible for verifying quantities to the degree he/she deems necessary in order to submit a lump sum bid. Quantities and unit prices will NOT be used to determine award in any case. The Grand Total Bid Number will only be used for consideration of low bid award. This is not a unit price contract. Unit prices highlighted in GREEN may be used to make contract adjustments ONLY in the event of a change in the work as approved by

Bidder must bid on all bid items. Any bidder not bidding all bid items will be considered nonresponsive and disqualified.

FAA Advisories to be followed (or newer version as updated by FAA):

NOTES / INSTRUCTIONS:
1) All bidders are required to hold their bid prices for 180 days after the date bids are due. Bidder shall provide a Bid Bond with their bid submission. Bid Bond shall be provided in the amount of 5% of the Grand Total Bid Number.

2) Contractor shall submit a complete bid including pricing for the entire scope of work and by providing unit costs for each item indicated herein. It shall be the bidder’s sole responsibility to ensure formatting and mathematical calculations be precise and correct. Bidders shall provide prices for all items to be considered a complete and responsive bid.

3) Basis for ranking of bids shall be determined by a number of factors including but not limited to the Grand Total Bid Number for all items within the bid schedule.

4) The bidder shall provide a Unit Price and the extended Bid Price for each line item in the bid schedule. Failure to follow bid instructions may be grounds for bid rejection.

5) Prospective responsive low bidder (based on Grand Total Bid Number) will enter into a lump sum contract with the Lee County Port Authority.

6) Estimated quantities herein are published solely for the purpose of establishing the basis for lump sum bid award. Quantities provided that are NOT highlighted in green are for information only. Bidders are solely responsible for verification of contract quantities NOT highlighted in GREEN. Quantities provided that are highlighted in GREEN shall be compensated based upon the final field verified quantity installed in place.

7) The project will be awarded as a lump sum contract according to the low responsive bidders provided Grand Total Bid Number. The Lee County Port Authority desires to make appropriate adjustments to only those items numbers highlighted in GREEN (also indicated with **) at the appropriate time. The pay items highlighted in GREEN shall be compensated based upon the final field verified quantity installed in place, assuming placement / installation of said items is deemed compliant to design intent by the CEI and Engineer of Record. Specification C-110

8) Specification C-105-1 Mobilization shall be limited to 10 percent of the Grand Total Bid Number.

9) The bidder proposes to furnish all material, equipment and labor to execute all work associated with the project.

10) All project design documents and specifications take precedence over any bid notes mentioned herein.
REVISED FORM 2
REVISED OFFICIAL BID FORM (Page 4 of 4)

Each Bidder must demonstrate to the satisfaction of the LCPA that the minimum qualifications set forth in Part B have been met. Each bidder must provide the information requested below. Up to date and current contact information is the sole responsibility of the Bidder. The inability to perform reference checks due to the submittal of inaccurate or outdated reference contact information will be viewed as a negative aspect of the Bidder’s response and may affect the LCPA’s determination of responsiveness.

Project Information and Reference

1. 
   BIDDER NAME

   TAXIWAY OR RUNWAY PROJECT NAME  AIRPORT NAME

   YEAR PROJECT STARTED/COMPLETED  DOLLAR VALUE OF CONSTRUCTION

   AIRPORT CONTACT NAME  POSITION HELD ON PROJECT

   AIRPORT CONTACT CURRENT TITLE  CURRENT ADDRESS

   CURRENT CITY, STATE  ZIP CODE  CURRENT TELEPHONE #

   CURRENT EMAIL

2. 
   BIDDER NAME

   PROJECT NAME  AIRPORT NAME

   YEAR PROJECT STARTED/COMPLETED  DOLLAR VALUE OF CONSTRUCTION

   AIRPORT CONTACT NAME  POSITION HELD ON PROJECT

   AIRPORT CONTACT CURRENT TITLE  CURRENT ADDRESS

Revised Official Bid Form
<table>
<thead>
<tr>
<th>Project Title</th>
<th>Project Award Amount</th>
<th>Project Change Orders</th>
<th>Project Total Value</th>
<th>Design Professional/Engineer Estimate</th>
<th>Description of Work</th>
<th>Actual days to complete</th>
<th>Scheduled Completion Date</th>
<th>Completion Date</th>
<th>Owner Name</th>
<th>Address and Phone Number</th>
<th>Design/Engineer Name Address/contact name</th>
<th>Superintendent</th>
<th>Federally Funded</th>
</tr>
</thead>
<tbody>
<tr>
<td>Avon Park Air Force Base</td>
<td>$1,377,358.00</td>
<td>0</td>
<td>$1,377,358.00</td>
<td>unknown</td>
<td>3&quot; mill &amp; overlay of approx. 4,300 sf of the 5-23 runway, 85' ft wide</td>
<td>69</td>
<td>4/1/2015</td>
<td>4/1/2015</td>
<td>Taylor Engineering Inc.</td>
<td>1000 Park Flamingo Ave., MacDill AFB, FL 33621 (813) 452-4175</td>
<td>Property Manager - Taylor Engineering Inc.</td>
<td>Roger Miller</td>
<td>Yes</td>
</tr>
<tr>
<td>Lee County Mosquito Control District Tractway</td>
<td>$211,027.49</td>
<td>0</td>
<td>$211,027.49</td>
<td>unknown</td>
<td>Closing and grading of taxiway extension areas and realignments, 0.6&quot;-8&quot; compacted liner/box with 4,779 SF of 1-1/4&quot; SBS asphalt and 1-1/2&quot; ST asphalt (multiple tons) for the taxiway extension and 2,600 SF of 1-1/4&quot; SBS for miscellaneous roadway paving.</td>
<td>30</td>
<td>9/30/2016</td>
<td>9/30/2016</td>
<td>Lee County Mosquito Control District</td>
<td>15191 Homestead Road, Lehigh Acres, FL 33971 239-904-2174</td>
<td>Property Manager - Lee County Mosquito Control District</td>
<td>Jason Lees</td>
<td>No</td>
</tr>
<tr>
<td>Immokalee Regional Airport Taxiway B Rehabilitation</td>
<td>$415,819.46</td>
<td>0</td>
<td>$415,819.46</td>
<td>unknown</td>
<td>Pavement rehab 50 SY variable mill and 2,919 tons ST 12.5mm TLA 4&quot;</td>
<td>30</td>
<td>12/31/2017</td>
<td>12/31/2017</td>
<td>Collier County Airport Authority</td>
<td>165 Airport Boulevard, Immokalee, FL 34142 239-657-0003</td>
<td>Paving Manager - Collier County Airport Authority</td>
<td>Timothy J. Pender Hair</td>
<td>Yes</td>
</tr>
<tr>
<td>Jackie Terminal Access Road and Parking lot Rehab</td>
<td>$367,683.93</td>
<td>1</td>
<td>$352,260.72</td>
<td>unknown</td>
<td>Rehabilitation of aviation avenue and administration parking lot at Jacksonville Executive @ Craig Airport. 30,465 SF of variable depth milling and 3,000 Tons of Bituminous surface course. This project also included reconstructing lane rockomac, resealing areas, and topsoil/seed.</td>
<td>45</td>
<td>11/1/2017</td>
<td>11/1/2017</td>
<td>Jacksonville Aviation Authority</td>
<td>14201 pecan park Rd, Jacksonville, FL 32218 904-341-2000</td>
<td>Property Manager - Jacksonville Aviation Authority</td>
<td>Daniel Viscay</td>
<td>Yes</td>
</tr>
<tr>
<td>Page Field Airport</td>
<td>$2,345,158.01</td>
<td>0</td>
<td>$2,345,158.01</td>
<td>unknown</td>
<td>Pavement rehabilitation involving 63,157 SF of 2&quot; milling and 15,861 tons of surface course asphalt.</td>
<td>321</td>
<td>6/3/2018</td>
<td>6/3/2018</td>
<td>Lee County Airport Authority</td>
<td>11000 Terminal Access Rd, Suite 9671, Fort Myers, FL 33913 239-646-8800</td>
<td>Property Manager - Lee County Airport Authority</td>
<td>Timothy J. Pender Hair</td>
<td>Yes</td>
</tr>
<tr>
<td>Rehabilitation of Runway 9R/27L and Related Work</td>
<td>$20,497,029.00</td>
<td>0</td>
<td>$20,497,029.00</td>
<td>unknown</td>
<td>Rehabilitation of the 4,439 feet long and 200 feet wide Runway 9R/27L at Cecil Airport located in Jacksonville, Florida. The scope of the project included 2-inch thick milling and resurfacing a 50-foot wide runway center line section, and a 1.5-inch thick milling and resurfacing the remaining 75-foot pavement sections on each side of the center line. The project also included surface preparation, miscellaneous supplementary, miscellaneous remediation/retrofit of steel plates and overhead anchors in the pavement, pavement marking, and other associated work.</td>
<td>unknown</td>
<td>10/15/2018</td>
<td>10/15/2018</td>
<td>Jacksonville Aviation Authority</td>
<td>1000 pecan park Rd, Jacksonville, FL 32218 904-741-2000</td>
<td>Property Manager - Jacksonville Aviation Authority</td>
<td>Chris Aho, Project Manager</td>
<td>Yes</td>
</tr>
<tr>
<td>Cecil Airport Rehabilitation</td>
<td>$1,769,082.37</td>
<td>0</td>
<td>$1,769,082.37</td>
<td>unknown</td>
<td>Mill &amp; Rosetable 92,067 tons of asphalt.</td>
<td>118</td>
<td>7/15/2010</td>
<td>7/15/2010</td>
<td>Avcon, Inc.</td>
<td>8041 Belford Road Suite 10 Jacksonville, FL 32218 904-701-0313</td>
<td>Property Manager - Avcon, Inc.</td>
<td>Glenn Baker</td>
<td>No</td>
</tr>
</tbody>
</table>
FORM 3: LOBBYING AFFIDAVIT
Note: This form must be submitted with the bidder's bid submittal

Jacob Unger, being first duly sworn, deposes and says that he or she is the (circle one as appropriate – sole owner, general partner, joint venture partner, president, secretary or authorized representative of bidder, maker of the attached bid and that neither the bidder nor its agents have lobbied to obtain an award of the agreement pursuant to this bid from the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this competitive solicitation.

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

AFFIANT: Jacob Unger, Authorized Employee
Date: 4/30/2020

State of: Florida
County of: Hillsborough
This foregoing instrument was acknowledged before me this 30th day of April, 2020, by Jacob Unger, who is personally known to me or produced N/A as identification.

Signature of Notary Susan J. Hibbard
GG906027
Serial/Commission No.
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: Preferred Materials, Inc.

Note: This form must be submitted with the bidder's bid submittal
FORM 5: BIDDER'S SCRUTINIZED COMPANIES CERTIFICATION

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

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

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

Authorized Signature  Jacob Unger, Authorized Employee

State of:  Florida
County of: Hillsborough

This foregoing instrument was acknowledged before me this 30th day of April, 2020, by Jacob Unger, who is personally known to me or produced N/A as identification.

Signature of Notary  Susan J. Hibbard  GG906027  Serial/Commission No.

Note: This form must be submitted with the bidder's bid submittal.
FORM 9: Utilization Statement: Disadvantaged Business Enterprise (DBE). Note: This form must be submitted with the bidder’s bid submittal

By completing this form Bidders must identify and document whether they will meet the Port Authority’s DBE participation goal for this project (14%), and if not, Bidders should identify and document its good faith efforts to meet the goal, as set forth in 49 CFR, Appendix A, Subpart C 26.53.

<table>
<thead>
<tr>
<th>CERTIFIED DBE(s) LIST</th>
<th>$ Value of Work</th>
<th>Percent of Total Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td>Type of Work/Specialty:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td>Type of Work/Specialty:</td>
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<td></td>
</tr>
<tr>
<td>3.</td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td>Type of Work/Specialty:</td>
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<td></td>
</tr>
<tr>
<td>4.</td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td>Type of Work/Specialty:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td>Type of Work/Specialty:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Attach Additional Sheets as Necessary

The undersigned bidder has satisfied the requirements of the bid conditions in the following manner. (Please mark appropriate box)

☐ The bidder is committed to a minimum of ____ % DBE utilization on this project.

☒ The bidder, while unable to meet the established goal, hereby commits to a minimum of 0 % DBE utilization on this project and also submits documentation, as an attachment(s) demonstrating good faith efforts (GFE).

<table>
<thead>
<tr>
<th>Total Value of Base Bid</th>
<th>$ 11,275,441.28</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total of DBE Subcontract(s) Work</td>
<td>$ -0-</td>
</tr>
</tbody>
</table>

Print Bidder’s/Offeror’s Company Name: Preferred Materials, Inc.

Print Name of Authorized Representative: Jacob Unger, Authorized Employee

Company Address: 5701 E. Hillsborough Ave Suite 1122

City: Tampa  State: Florida  Zip Code: 33610

Phone Number: 813-901-4771  E-mail: jacob.unger@preferredmaterials.com

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein, have agreed to perform a commercially useful function as described in 49 CFR Part 26.59(c) in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Lee County Port Authority and the CM for this project.

Signature of Authorized Representative: Jacob Unger, Authorized Employee  Date: 4/30/2020
LETTER OF COMMITMENT
Disadvantaged Business Enterprise
(This page shall be submitted with bid submittal for each proposed DBE firm)

Bidder/Offeror
Company Name: Preferred Materials, Inc.

Project Name/#: Rehabilitation of Taxiways A, F, and G2 # 20-34MMW

DBE Firm:
Company Name: 
Address: 
City: State: Zip:

DBE Contact Person: Name: Phone: (___) ___
E-mail:

<table>
<thead>
<tr>
<th>Work items(a) to be performed by DBE Firm</th>
<th>Quantity/Unit Price</th>
<th>Total Value of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

Total DBE contract amount: $___

Affirmation:
The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By:  
Signature of DBE Firm’s Authorized Representative
Authorized Employee

4/30/2020
(Date)

*In the event the bidder does not receive award of bid, any and all representations in this Letter of Commitment and Affirmation shall be null and void.*
FORM 11: CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY. Submission of this form is REQUIRED with bid submittal.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY
As a matter of bid responsiveness, the bidder must complete, sign, date, and submit this certification statement with its proposal. The bidder must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (☐) or the letter “X”.

☐ Bidder hereby certifies that it will comply with 49 USC § 50101 by:
   a) Only installing steel and manufactured products produced in the United States; or
   b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
   c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder agrees:
• To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
• To faithfully comply with providing U.S. domestic products.
• To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ Bidder hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type
4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder with the apparent low bid agrees:

a) To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.

b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the bid.

c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

d) To furnish U.S. domestic product for any waiver request that the FAA rejects.

e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

REQUIRED DOCUMENTATION
Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

a) Detailed cost information for total project using U.S. domestic product

b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

4/30/2020

Date
Preferred Materials, Inc.
Company Name

Signature
Jacob Unger
Authorized Employee
Title

[END OF FORM]
FORM 12: CERTIFICATE OF BUY AMERICAN COMPLIANCE-MANUFACTURERED PRODUCTS. Submission of this form with bidder’s bid submittal is REQUIRED.

Certificate of Buy American Compliance for Manufactured Products
As a matter of bid responsiveness, the bidder must complete, sign, date, and submit this certification statement with their bid. The bidder must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

✓ Bidder hereby certifies that it will comply with 49 USC § 50101 by:
   a) Only installing steel and manufactured products produced in the United States;
   b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
   c) Installing products listed as an Exempted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder agrees:
1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

REQUIRED DOCUMENTATION
Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:
a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 waiver is:
a) Detailed cost information for total project using U.S. domestic product
b) Detailed cost information for total project using non-domestic product
False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date: 4/30/2020

Preferred Materials, Inc.
Company Name

Signature: Jacob Unger
Authorized Employee
Title

[END OF FORM]
FORM 13: CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

Submission of this form with bidder’s bid submittal is REQUIRED.

CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications
1) The applicant represents that it is (☐) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2) The applicant represents that it is (☐) is not (☐) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

4/30/2020
Date
Preferred Materials, Inc.
Company Name

Signature Jacob Unger
Authorized Employee
Title
FORM 14: TRADE RESTRICTION CERTIFICATION
By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:
1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign
country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Signature of bidder: __________________________

Jacob Unger, Authorized Employee

[END OF FORM]
FORM 15 - NO BID SUBMISSION. Submission of this form is optional.

Return this form to the Purchasing Office if not submitting a bid. Please indicate the reason(s) by checking any appropriate item(s) listed below. Submit to: PROCUREMENT MANAGER by email at mmwendel@FlyCPA.com or by mail to Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913

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

_________________ Services are not available through our company
_________________ Cannot meet the scope of work or specifications

Circle one - Scope of Services/Specifications are:

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<th>too rigid</th>
<th>too vague</th>
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<tr>
<td>not clearly understood</td>
<td>Insufficient time allowed for preparation</td>
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_________________ Other reason(s):

How did you learn about this solicitation?

_______ Public Purchase
_______ Local newspaper
_______ Florida Airports Council
_______ Airport Minority Advisory Council
_______ Word of mouth

_________________ Company

_________________ Representative

_________________ Telephone ____________________ Fax:

_________________ Email Address:

_________________ DATE:
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<th>Vendor Name</th>
<th>Email Address</th>
<th>Phone</th>
<th>SCOPEs of Work</th>
<th>Contact</th>
<th>Certifications</th>
<th>FEID</th>
<th>Type of Ownership (F = Female, M = Male)</th>
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<td>A A Surface Pro Inc.</td>
<td><a href="mailto:jamann@asurfacepro.com">jamann@asurfacepro.com</a>; <a href="mailto:murray@asurfacepro.com">murray@asurfacepro.com</a></td>
<td>239-362-4882, 502-939-2211</td>
<td>Professional Construction Surveying, 3d Machine Control Models &amp; Field Support, 3d Photogrammetry, Hydrographic Surveying</td>
<td>Jacob Amann Owner Jack Murray CFO Charlene Curley</td>
<td>Licensed Surveyor FL, KN, TN, AZ, OH.</td>
<td>81-1094023</td>
<td>M, CFM</td>
<td>932 NE 24th Lane Unit 3 Cape Coral, FL 33909</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>Aero Photo</td>
<td><a href="mailto:denise@aerophoto.com">denise@aerophoto.com</a></td>
<td>407.894.5008</td>
<td>Aerial Photography</td>
<td>Denise Smith</td>
<td></td>
<td></td>
<td></td>
<td>4000 16th Street N St, Petersburg, FL 33703</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>A-1 Florida Sod, Inc.</td>
<td><a href="mailto:estimating@1floridasod.com">estimating@1floridasod.com</a>; <a href="mailto:ralph@1floridasod.com">ralph@1floridasod.com</a></td>
<td>863.424.9022</td>
<td>sod</td>
<td>Ralph</td>
<td></td>
<td></td>
<td></td>
<td>2629 Waverly Park Road Suite 121 Davenport, FL 33837</td>
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<tr>
<td>Absolute Erosion Control, LLC.</td>
<td><a href="mailto:bids@absoluteerosion.com">bids@absoluteerosion.com</a></td>
<td>407.489.4035</td>
<td>Silt fence</td>
<td>Lee Casner</td>
<td>FDOT DBE, MBE, SBE</td>
<td></td>
<td></td>
<td>4760 Williamette Cir, Orlando, FL 32836</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
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<td>ACME BARRICADES, L.C.</td>
<td><a href="mailto:rabell@acmebarricades.com">rabell@acmebarricades.com</a>; <a href="mailto:dbenfield@acmebarricades.com">dbenfield@acmebarricades.com</a></td>
<td>813.523.2263</td>
<td>MOT Barricades</td>
<td>Russell Abel</td>
<td></td>
<td>59-3541899</td>
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<td>2611 S 82nd St, Tampa, FL 33619</td>
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<td>ACME BARRICADES, L.C.</td>
<td><a href="mailto:fred@tdsint.com">fred@tdsint.com</a>; <a href="mailto:jsimms@acmebarricades.com">jsimms@acmebarricades.com</a>; <a href="mailto:dbenfield@acmebarricades.com">dbenfield@acmebarricades.com</a></td>
<td>813.925.3414</td>
<td>String</td>
<td>Fred Russell</td>
<td></td>
<td>59-3541900</td>
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<td>2612 S 82nd St, Tampa, FL 33619</td>
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<td><a href="mailto:fred@tdsint.com">fred@tdsint.com</a>; <a href="mailto:jsimms@acmebarricades.com">jsimms@acmebarricades.com</a>; <a href="mailto:dbenfield@acmebarricades.com">dbenfield@acmebarricades.com</a></td>
<td>813.925.3414</td>
<td>Guardrailing</td>
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<tr>
<td>Advanced Sweeping and</td>
<td><a href="mailto:martin@cleaniotpros.com">martin@cleaniotpros.com</a></td>
<td>219-948-5560</td>
<td>Mill Cleanup</td>
<td>Martin</td>
<td></td>
<td>26-3824278</td>
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<td>12298 Isabelle Dr. Bonita Springs FL, 34135</td>
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<td>Aegion Corporation</td>
<td><a href="mailto:kboehl@aegion.com">kboehl@aegion.com</a></td>
<td>813-365-0385</td>
<td>Pipe Liner</td>
<td>Kenny Rech</td>
<td>Business Development Manager, Florida South</td>
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<td>Aidan Park Site Constructors</td>
<td><a href="mailto:james@bayarealand.net">james@bayarealand.net</a></td>
<td>727-835-7160</td>
<td>Site work</td>
<td>James Lawson</td>
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<td>727-836-7160</td>
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<td>James Lawson</td>
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<td><a href="mailto:dbussey@akcainc.com">dbussey@akcainc.com</a></td>
<td>813-752-4471</td>
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<td><a href="mailto:ra@alerahauling.com">ra@alerahauling.com</a></td>
<td>813-610-8485</td>
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<td><a href="mailto:rgilbert@allfordconstruction.com">rgilbert@allfordconstruction.com</a></td>
<td>813.875.9935</td>
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<td>Russell Gilbert</td>
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<td>4402 W Cayuga St. Tampa, FL 33614</td>
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<td><a href="mailto:bmanugus@allsouthunderground.com">bmanugus@allsouthunderground.com</a>; <a href="mailto:glopez@allsouthunderground.com">glopez@allsouthunderground.com</a></td>
<td>407-342-0246</td>
<td>Drilling</td>
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<td>45-6400274</td>
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<td>Cassie Rahe</td>
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<td>813.360.5966</td>
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<td>Albert Rodriguez</td>
<td>59-2639733</td>
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<td>239-288-7965</td>
<td>Signals/Fighting</td>
<td>Doug McIntyre</td>
<td>47-4438189</td>
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<td>Signs</td>
<td>Doug McIntyre</td>
<td>47-4438189</td>
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<td>111341 Lindbergh Blvd. Fort Myers, FL 33913</td>
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<td>American In-Line Inspection, Inc.</td>
<td><a href="mailto:americaninline@cfl.rr.com">americaninline@cfl.rr.com</a></td>
<td>386-493-5446</td>
<td>Pipe Video</td>
<td>Wall Kush</td>
<td></td>
<td>59-3699291</td>
<td>415 Timacuan trail Edgewater, FL 32132</td>
<td>4/13/2020</td>
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<td><a href="mailto:americaninline@cfl.rr.com">americaninline@cfl.rr.com</a></td>
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<td>American In-Line Inspection, Inc.</td>
<td><a href="mailto:americaninline@cfl.rr.com">americaninline@cfl.rr.com</a></td>
<td>386-493-5446</td>
<td>Pipe video</td>
<td>Wall Kush</td>
<td></td>
<td>59-3699291</td>
<td>415 Timacuan trail Edgewater, FL 32132</td>
<td>4/13/2020</td>
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<tr>
<td>AMERICAN TRACK GENERATIONS LLC</td>
<td><a href="mailto:tchauncey@americantrack.com">tchauncey@americantrack.com</a></td>
<td>863-892-5884</td>
<td>railroad crossing, etc</td>
<td>Tommy Chauncey</td>
<td></td>
<td>51-3737929</td>
<td>CM</td>
<td>2468 GOLDEN TRIANGLE BLVD, FORT WORTH, TX 76117</td>
<td>4/13/2020</td>
</tr>
<tr>
<td>Andrew Sitework, LLC</td>
<td><a href="mailto:ralph@andrewsitework.com">ralph@andrewsitework.com</a></td>
<td>239-435-7637</td>
<td>Drainage &amp; Utilities</td>
<td>Ralph</td>
<td></td>
<td>26-3291871</td>
<td>2511 Palm Ave Fort Myers, FL 33916</td>
<td>4/13/2020</td>
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<tr>
<td>Angelos Recycled Materials</td>
<td><a href="mailto:smialframe@angelosrm.com">smialframe@angelosrm.com</a>; <a href="mailto:kdstubbs@angelosrm.com">kdstubbs@angelosrm.com</a></td>
<td>727.581.1544</td>
<td>base materials &amp; fill materials</td>
<td>Karl Stubbs</td>
<td>None</td>
<td>1201 E 146th Ave, Lutz, FL 33549</td>
<td>4/13/2020</td>
<td></td>
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<tr>
<td>AngleRight Surveying</td>
<td><a href="mailto:dmartin@angerightsurveying.com">dmartin@angerightsurveying.com</a></td>
<td></td>
<td>Survey</td>
<td>Dustin Martin PSM</td>
<td></td>
<td></td>
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<td>4/13/2020</td>
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<tr>
<td>Aquatic Plants of Florida Inc.</td>
<td><a href="mailto:admin@apofi.com">admin@apofi.com</a></td>
<td>941-378-2700</td>
<td>Herbicide</td>
<td>Jess Sabin Ops and Admin M</td>
<td></td>
<td>55-0472183</td>
<td>8120 Blasikie Court Sarasota, FL 34243</td>
<td>4/13/2020</td>
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<tr>
<td>Aquatic Plants of Florida Inc.</td>
<td><a href="mailto:admin@apofi.com">admin@apofi.com</a></td>
<td>941-378-2700</td>
<td>Soothing</td>
<td>Jess Sabin Ops and Admin M</td>
<td></td>
<td>55-0472183</td>
<td>8120 Blasikie Court Sarasota, FL 34243</td>
<td>4/13/2020</td>
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<tr>
<td>Arehna Engineering, Inc.</td>
<td><a href="mailto:jmcory@arehna.com">jmcory@arehna.com</a></td>
<td>813-944-3464</td>
<td>Testing</td>
<td>Jessica McCrory</td>
<td></td>
<td>26-3947444</td>
<td>5012 W Lemon St. Tampa, FL 33609</td>
<td>4/13/2020</td>
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<td>Arrive Alive Traffic Control LLC</td>
<td><a href="mailto:David.Feise@AATCFL.com">David.Feise@AATCFL.com</a></td>
<td>407-578-5431</td>
<td>MOT</td>
<td>David Feise (President)</td>
<td></td>
<td>83-1441703</td>
<td>3165 N John Young Orlando, FL 32804</td>
<td>4/13/2020</td>
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<td>Asphalt Paving Systems, Inc.</td>
<td><a href="mailto:dgannonaps@gmail.com">dgannonaps@gmail.com</a></td>
<td>913-788-0010</td>
<td>Base reclamation</td>
<td>Tom Donald</td>
<td></td>
<td>22-3787755</td>
<td>9021 Wire Rd Zephyrhills, FL 33540</td>
<td>4/13/2020</td>
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<td>Vendor Name</td>
<td>Email Address</td>
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<td>FEID</td>
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<tr>
<td>Azzarelli Paving &amp; Site Development</td>
<td><a href="mailto:jay@azzpav.com">jay@azzpav.com</a></td>
<td>813.985.9970</td>
<td>Paving</td>
<td>Jay Azzarelli</td>
<td></td>
<td></td>
<td>7825 Depot Ln, Tampa, FL 33637</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>Azzarelli Paving &amp; Site Development</td>
<td><a href="mailto:jay@azzpav.com">jay@azzpav.com</a></td>
<td>813.985.9970</td>
<td>Site Work</td>
<td>Jay Azzarelli</td>
<td></td>
<td></td>
<td>7825 Depot Ln, Tampa, FL 33637</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>B &amp; B CONTRACTORS OF FLORIDA INC.</td>
<td><a href="mailto:bbccontractorfl@gmail.com">bbccontractorfl@gmail.com</a></td>
<td>386.275.7946</td>
<td>Signals/Lighting</td>
<td>Bobby Faulkner</td>
<td></td>
<td>81-8820558</td>
<td>159 SW Robinson Court Lake City, FL 32024</td>
<td>4/20/2020 Delivery/Read Receipts attached</td>
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<td>B &amp; D Enterprises</td>
<td><a href="mailto:sales@bdenterprises.com">sales@bdenterprises.com</a></td>
<td>407-542-8739</td>
<td>Dressing</td>
<td>Christian Moreira</td>
<td></td>
<td></td>
<td>215 Old Sanford Oviedo Rd, Winter Springs, FL 32708</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
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<td>B &amp; D Enterprises</td>
<td><a href="mailto:sales@bdenterprises.com">sales@bdenterprises.com</a></td>
<td>407-542-8739</td>
<td>Pipe Liner</td>
<td>Christian Moreira</td>
<td></td>
<td></td>
<td>215 Old Sanford Oviedo Rd, Winter Springs, FL 32708</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>B &amp; D Enterprises</td>
<td><a href="mailto:sales@bdenterprises.com">sales@bdenterprises.com</a></td>
<td>407-542-8739</td>
<td>Pipe Chemical grout repair</td>
<td>Christian Moreira</td>
<td></td>
<td></td>
<td>215 Old Sanford Oviedo Rd, Winter Springs, FL 32708</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>B K W Construction, LLC</td>
<td><a href="mailto:cassandra@bkwcorp.com">cassandra@bkwcorp.com</a></td>
<td>352-513-3014</td>
<td>Grading</td>
<td>Cassandra Ramirez</td>
<td></td>
<td>82-0717850</td>
<td>1723 N LeCanto Hwy LeCanto FL 34451</td>
<td>4/20/2020 Delivery/Read Receipts attached</td>
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</tr>
<tr>
<td>B K W Construction, LLC</td>
<td><a href="mailto:cassandra@bkwcorp.com">cassandra@bkwcorp.com</a></td>
<td>352-513-3014</td>
<td>Pipe</td>
<td>Cassandra Ramirez</td>
<td></td>
<td>82-0717850</td>
<td>1723 N LeCanto Hwy LeCanto FL 34451</td>
<td>4/20/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>B &amp; E Signal and Lighting, Inc.</td>
<td><a href="mailto:Terry@beutility.com">Terry@beutility.com</a></td>
<td>341-759-3584</td>
<td>Signals/Lighting</td>
<td>Billy or Nita Maslia</td>
<td></td>
<td>20-3880417</td>
<td>6447 33rd St. East, Sarasota, FL 34243</td>
<td>4/20/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>BackBay Construction Inc.</td>
<td><a href="mailto:backbayconstruction@yahoo.com">backbayconstruction@yahoo.com</a></td>
<td>236-226-1310</td>
<td>Concrete</td>
<td>Mike Thieser</td>
<td></td>
<td>46-1687725</td>
<td>12600 Commerce Lakes Dr, Ste 12 Fort Myers, FL 33913</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>BackBay Construction Inc.</td>
<td><a href="mailto:backbayconstruction@yahoo.com">backbayconstruction@yahoo.com</a></td>
<td>236-226-1310</td>
<td>Concrete</td>
<td>Mike Thieser</td>
<td></td>
<td>46-1687725</td>
<td>12600 Commerce Lakes Dr, Ste 12 Fort Myers, FL 33913</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>Bayer United Engineering Consultants, LLC</td>
<td><a href="mailto:mbayer@bayerunited.com">mbayer@bayerunited.com</a></td>
<td>813.460.2199</td>
<td>MOT design</td>
<td>Mark Bayer</td>
<td></td>
<td>83-3015238</td>
<td>10137 Kingsbridge Ave, Tampa, FL 4/13/2020 Delivery/Read Receipts attached</td>
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<td>Vendor Name</td>
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<tr>
<td>Big Tree, Inc.</td>
<td><a href="mailto:bob@bigtreeinc.net">bob@bigtreeinc.net</a></td>
<td>239-694-9700</td>
<td>landscape</td>
<td>Bob Mulroy</td>
<td></td>
<td>66-0728828</td>
<td>5175 Country Lakes Dr, Fort Myers, FL 33905</td>
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<tr>
<td>Blackfork Milling, LLC.</td>
<td><a href="mailto:briarw@blackforkmill.com">briarw@blackforkmill.com</a></td>
<td>613-251-6455</td>
<td>mowing</td>
<td>Brian Miller Estimator</td>
<td></td>
<td>45-3591531</td>
<td>1401 West Swann Ave, Tampa, FL 33605</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>Blackfork Milling, LLC.</td>
<td><a href="mailto:daniel@blackforkmill.com">daniel@blackforkmill.com</a></td>
<td>613-251-6455</td>
<td>paving</td>
<td>Daniel</td>
<td></td>
<td>45-3591532</td>
<td>1401 West Swann Ave, Tampa, FL 33605</td>
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<td>Blacktip Services, Inc.</td>
<td><a href="mailto:blacktipmail@yahoo.com">blacktipmail@yahoo.com</a>;</td>
<td>554-303-4593</td>
<td>concrete</td>
<td>Gina Spencer or Billy Rose</td>
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<td>27-4431832</td>
<td>53 Riley Rd # 422, Celebration, FL 34747</td>
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<td>Blacktip Services, Inc.</td>
<td><a href="mailto:blacktipmail@yahoo.com">blacktipmail@yahoo.com</a>;</td>
<td>554-303-4593</td>
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<td>27-4431832</td>
<td>53 Riley Rd # 422, Celebration, FL 34747</td>
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<td>Blacktip Services, Inc.</td>
<td><a href="mailto:blacktipmail@yahoo.com">blacktipmail@yahoo.com</a>;</td>
<td>554-303-4593</td>
<td>Drainage</td>
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<td>53 Riley Rd # 422, Celebration, FL 34747</td>
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<tr>
<td>Blade Contracting, LLC.</td>
<td><a href="mailto:jkmunzy@blade-contracting.com">jkmunzy@blade-contracting.com</a>; <a href="mailto:blake@blade-contracting.com">blake@blade-contracting.com</a></td>
<td>813-783-8151</td>
<td>Grading</td>
<td>Kevin Munzy, Patrick Shanahan</td>
<td>CUC</td>
<td>46-3717960</td>
<td>883 SYMPHONY ISLES BOULEVARD APOLLO BEACH, FL 33772</td>
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<tr>
<td>Blount Construction Co, Inc.</td>
<td><a href="mailto:shawn.englands@blountconstruction.com">shawn.englands@blountconstruction.com</a></td>
<td>(770) 541-7333</td>
<td>base reclaimation, cold in place recycling and stabilization</td>
<td>Shawn England</td>
<td></td>
<td>46-3717850</td>
<td>1730 Sands Place Marietta, GA 30067</td>
<td>4/20/2020 Delivery/Read Receipts attached</td>
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<td>Blount-Sanford Contracting Company, Inc.</td>
<td><a href="mailto:jgreason@blountsanford.com">jgreason@blountsanford.com</a></td>
<td>(770) 633-2999</td>
<td>concrete traffic railing &amp; barricades</td>
<td>Jimmy Greason No certs</td>
<td></td>
<td>27-4031972</td>
<td>5275 Webb Parkway Lithium, Georgia 30047</td>
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<tr>
<td>Bob's Barricades, Inc.</td>
<td><a href="mailto:jelbert@bobsbarricades.com">jelbert@bobsbarricades.com</a></td>
<td>(954) 423-2627</td>
<td>barricades, temporary traffic control</td>
<td>J. Elbert</td>
<td></td>
<td>59-1606524</td>
<td>5018 S 24th Ave, Tampa, FL 33619</td>
<td>4/1/2020 4/20/2020</td>
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<td>Boness, Inc.</td>
<td><a href="mailto:laura@boness.com">laura@boness.com</a></td>
<td>239-597-2221</td>
<td>paving</td>
<td>Laura</td>
<td></td>
<td>59-2055219</td>
<td>1900 Seward Avenue, Naples, FL</td>
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<td>Boness, Inc.</td>
<td><a href="mailto:laura@boness.com">laura@boness.com</a></td>
<td>239-597-2221</td>
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<td>Laura</td>
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<td>59-2055219</td>
<td>1900 Seward Avenue, Naples, FL</td>
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<td>Bradanna, Inc.</td>
<td><a href="mailto:nick@bradanna.com">nick@bradanna.com</a></td>
<td>239-455-8891</td>
<td>site work, paving, excavating, grading, Curbing, utilities and demolition</td>
<td>Nick Curcio</td>
<td>State Certified - CGIC 1507312</td>
<td>59-3031751</td>
<td>125 Airport Rd N., Suite 200 Naples, FL 34104</td>
<td>4/1/2020 4/20/2020</td>
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<tr>
<td>Bradanna, Inc.</td>
<td><a href="mailto:nick@bradanna.com">nick@bradanna.com</a></td>
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<td>site work, paving, excavating, grading, Curbing, utilities and demolition</td>
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<td>State Certified - CGIC 1507312</td>
<td>59-3031751</td>
<td>125 Airport Rd N., Suite 200 Naples, FL 34104</td>
<td>4/1/2020 4/20/2020</td>
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<tr>
<td>SSR(Superior Roadway services)</td>
<td><a href="mailto:srsgeorge@crfr.com">srsgeorge@crfr.com</a></td>
<td>407-473-4599</td>
<td>milling</td>
<td>George Smith</td>
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<td>State Certified - CGIC 1507312</td>
<td>59-3031751</td>
<td>125 Airport Rd N., Suite 200 Naples, FL 34104</td>
<td>4/1/2020 4/20/2020</td>
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<td>Bravo Fence, Inc.</td>
<td><a href="mailto:estimating@bravofence.com">estimating@bravofence.com</a></td>
<td>813.885.2771</td>
<td>fencing</td>
<td>Grisel Cabezas</td>
<td></td>
<td>20-2753693</td>
<td>11302 N. Nebraska Ave. Tampa, FL 33612</td>
<td>4/13/2020 4/20/2020</td>
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<td>BUILDOG HAULERS &amp; EQUIPMENT, LLC</td>
<td><a href="mailto:bulldoghaulers@gmail.com">bulldoghaulers@gmail.com</a></td>
<td>941-778-4235</td>
<td>Haulers</td>
<td>Jackie</td>
<td></td>
<td>41-2178045</td>
<td>4752 BAYCEDAR LANE SARASOTA, FL 34241</td>
<td>4/13/2020 4/20/2020</td>
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<td>Bussey Construction Services, Inc.</td>
<td><a href="mailto:estimating@busseyconstruction.com">estimating@busseyconstruction.com</a></td>
<td>813-867-3844</td>
<td>Striping</td>
<td>Kristen Bussey</td>
<td>MBE, SBE  46-464333</td>
<td>32234 Summerglade Dr, Wesley Chapel, FL 33545</td>
<td>4/13/2020 4/20/2020</td>
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<tr>
<td>C. Slagter Construction, Inc.</td>
<td><a href="mailto:renee@slagter.net">renee@slagter.net</a></td>
<td>518-350-5548</td>
<td>guard rails, highway</td>
<td>Renee</td>
<td>FDCT DBE  45-4217704</td>
<td>3333 SW Westover Ct Palm City, FL 34990</td>
<td>4/13/2020 4/20/2020</td>
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<tr>
<td>C. Slager Construction, Inc.</td>
<td><a href="mailto:renee@slaglter.net">renee@slaglter.net</a></td>
<td>813-393-8949</td>
<td>guard rails, hwy const</td>
<td>Renee</td>
<td>dotted DBE 45-4217764</td>
<td>F</td>
<td>3333 SW Westover Ct Palm City, FL 34990</td>
<td>4/13/2020 4/20/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>Capital Paving, LLC.</td>
<td><a href="mailto:asantana@colefiorida.com">asantana@colefiorida.com</a>; <a href="mailto:garymac@colefiorida.com">garymac@colefiorida.com</a></td>
<td>(727) 286-8921</td>
<td>paving, striping, grading</td>
<td>Alben Santana</td>
<td>None</td>
<td>81-3240539</td>
<td>HM</td>
<td>2915 FL-590, Clearwater, FL 33759</td>
<td>4/13/2020 4/20/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>Capital Paving, LLC.</td>
<td><a href="mailto:asantana@colefiorida.com">asantana@colefiorida.com</a>; <a href="mailto:garymac@colefiorida.com">garymac@colefiorida.com</a></td>
<td>(727) 286-8921</td>
<td>paving, striping, grading</td>
<td>Alben Santana</td>
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<td>HM</td>
<td>2915 FL-590, Clearwater, FL 33759</td>
<td>4/13/2020 4/20/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>Carter Fence Company, Inc.</td>
<td><a href="mailto:biko@carter-fence.com">biko@carter-fence.com</a></td>
<td>239-353-4102</td>
<td>Fence, fabrication and installation of gates, gate operators</td>
<td>Matthew Gantart</td>
<td>None</td>
<td>65-0464118</td>
<td>CM</td>
<td>3490 Shearwater St Naples, FL 34117</td>
<td>4/13/2020 4/20/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>CDM Contracting, Inc.</td>
<td><a href="mailto:p.henny@cdmcontracting.com">p.henny@cdmcontracting.com</a></td>
<td>386.496.3863</td>
<td>concrete curb, sidewalk, traffic sep, barrier, retaining, drainage, culverts, prestress, grading, earthwork</td>
<td>Pete Henry</td>
<td>None</td>
<td>26-1141819</td>
<td>CM</td>
<td>10022 NW 12th Ave. Lake Butler, FL 32054</td>
<td>4/13/2020 4/20/2020 Delivery/Read Receipts attached</td>
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<td>None</td>
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<td>Cemex USA</td>
<td><a href="mailto:richarda.diaz@cemex.com">richarda.diaz@cemex.com</a></td>
<td></td>
<td>aggregates, ready mix</td>
<td>Richard Diaz</td>
<td>None</td>
<td>4/13/2020 4/20/2020 Delivery/Read Receipts attached</td>
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<td>Central FI Transport, LLC.</td>
<td><a href="mailto:estimating@cdfftransport.net">estimating@cdfftransport.net</a></td>
<td>305-746-3941</td>
<td>Aggregate Trucking/Loading</td>
<td>Cody Richel (estimating), Kenny G. (sales)</td>
<td>None</td>
<td>4/13/2020 4/20/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>Central State Aggregates, LLC</td>
<td><a href="mailto:jhillery@msaggg.com">jhillery@msaggg.com</a></td>
<td>813.789.6885</td>
<td>aggregates</td>
<td>Jason Hillery</td>
<td>None</td>
<td>4/13/2020 4/20/2020 Delivery/Read Receipts attached</td>
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<td>Cheyenne Associates Inc</td>
<td><a href="mailto:bids@cai-fl.com">bids@cai-fl.com</a>; <a href="mailto:gc@cai-fl.com">gc@cai-fl.com</a></td>
<td>362-544-2723</td>
<td>milling milling clean up, guardrail</td>
<td>Gregory Cecil</td>
<td>None</td>
<td>4/13/2020 4/20/2020 Delivery/Read Receipts attached</td>
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<td>Email Address</td>
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<td>Cheyenne Associates Inc</td>
<td><a href="mailto:bids@cal-fl.com">bids@cal-fl.com</a>; <a href="mailto:gci@cals-fl.com">gci@cals-fl.com</a></td>
<td>352-544-2273</td>
<td>milling, milling clean up, guardrail</td>
<td>Gregory Cecil</td>
<td></td>
<td>59-3759317</td>
<td>13521 Ponce De Leon Blvd., Brocksville, FL 34601</td>
<td>4/13/2020</td>
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<td>Civil Site Constructors</td>
<td><a href="mailto:darren@civilsiteconstructors.com">darren@civilsiteconstructors.com</a></td>
<td>352-532-4471</td>
<td>Milling</td>
<td>Darren Williams VP contact for now 1, 18, 18</td>
<td>MBE</td>
<td>33-1054426</td>
<td>7261 Sunshine Grove Rd Suite 134 Brockville, FL 34813</td>
<td>4/13/2020</td>
<td>4/20/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>COCO SOD FARMS INC.</td>
<td>randy@<a href="mailto:cocosodfarms@gmail.com">cocosodfarms@gmail.com</a></td>
<td>954.763.1517</td>
<td>sodding</td>
<td>Randy Crawford</td>
<td></td>
<td>20-1272550</td>
<td>19600 State Road 70 West OKEECHOBEE, FL 34974</td>
<td>4/13/2020</td>
<td>4/20/2020 Delivery/Read Receipts attached</td>
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<td>Collier Paving (Division of Southern Striping Solutions LLC.)</td>
<td><a href="mailto:estimating@collierpave.com">estimating@collierpave.com</a></td>
<td>239-891-5903</td>
<td>Milling, Asphalting, Sealing, Striping, Car Stops and RPM, Signage, ADA Mats and Ballards</td>
<td>Roxanne Dubé</td>
<td></td>
<td>23-4698872</td>
<td>6089 Janes Lane Naples, FL 34109</td>
<td>4/13/2020</td>
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<td>Complete Development, Inc.</td>
<td><a href="mailto:estimating@cddiste.com">estimating@cddiste.com</a></td>
<td>813.985.2901</td>
<td>grading/drainage</td>
<td>John Blankenship</td>
<td>None</td>
<td>59-2493690</td>
<td>14358 HWY 301 NORTH THONOTOSAUSA, FL 33592</td>
<td>4/13/2020</td>
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<td>Complete Development, Inc.</td>
<td><a href="mailto:estimating@cddiste.com">estimating@cddiste.com</a></td>
<td>813.986.2901</td>
<td>grading/drainage</td>
<td>John Blankenship</td>
<td>None</td>
<td>59-2493690</td>
<td>14358 HWY 301 NORTH THONOTOSAUSA, FL 33592</td>
<td>4/13/2020</td>
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<tr>
<td>CONCRETE CUTTING &amp; BREAKING CO.</td>
<td><a href="mailto:larryw@concut.com">larryw@concut.com</a></td>
<td>407.856.6987</td>
<td>concrete cutting, core</td>
<td>Larry Wohlbaugh</td>
<td></td>
<td>38-2267517</td>
<td>11317 N 52ND ST TAMPA, FL 33617</td>
<td>4/13/2020</td>
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<td>Concrete Impressions Florida, Inc.</td>
<td><a href="mailto:petty@cfllorida.com">petty@cfllorida.com</a></td>
<td>813.889.4264</td>
<td>Precast conc sound walls</td>
<td>Patricia Keller</td>
<td></td>
<td>59-3542215</td>
<td>11317 N 52ND ST TAMPA, FL 33617</td>
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<td>Consolidated Resource Recovery</td>
<td><a href="mailto:csnow@resourcercovery.com">csnow@resourcercovery.com</a></td>
<td>941.738.0077</td>
<td>waste disposal, yard and wood waste processing, recycling, landclearing</td>
<td>Chris Snow</td>
<td></td>
<td>94-3154872</td>
<td>3025 Whitfield Avenue, Sarasota, FL 34243</td>
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<td>Consolidated Resource</td>
<td><a href="mailto:canow@resourcecovery.com">canow@resourcecovery.com</a></td>
<td>941-795-0979</td>
<td>waste disposal, yard and wood waste</td>
<td>Chris Snow</td>
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<td>84-3154672</td>
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<td>Contech Engineered</td>
<td><a href="mailto:csackett@conteches.com">csackett@conteches.com</a></td>
<td>443-457-1511</td>
<td>pipe products</td>
<td>Pam Creighton</td>
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<td>Solutions LLC</td>
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<td>Cornerstone Barricades Inc.</td>
<td><a href="mailto:lyn@cornerstonebarricades.com">lyn@cornerstonebarricades.com</a></td>
<td>502-277-8876</td>
<td>MOT work</td>
<td>Lyn Sowell</td>
<td>D&amp;B, SBE, MBE,</td>
<td>81-076816</td>
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<td>Cougar Contracting, LLC.</td>
<td><a href="mailto:jessica@cougarcontractingllc.com">jessica@cougarcontractingllc.com</a></td>
<td>(239) 275-0746</td>
<td>site work, utility, curb, paving</td>
<td>Jess Armstrong</td>
<td></td>
<td>82-3270916</td>
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<td><a href="mailto:dbrooks@creativesigndesigns.com">dbrooks@creativesigndesigns.com</a></td>
<td>813-814-2117</td>
<td>signs fabrication, lighting, LED</td>
<td>Dean Brooks</td>
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<td>20-2975242</td>
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<td>Crocs, LLC</td>
<td><a href="mailto:jmfemandezkma@aatt.net">jmfemandezkma@aatt.net</a></td>
<td>813-313-0549</td>
<td>pipe underground and strut repairs, pipe</td>
<td>John Fernandez</td>
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<td>83-0499242</td>
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<td>C-Squared CGC Inc.</td>
<td><a href="mailto:seand@c-squaredcgcc.com">seand@c-squaredcgcc.com</a></td>
<td>(941) 565-8114</td>
<td>concrete flatwork</td>
<td>Sean</td>
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<tr>
<td>(Bradenton)</td>
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Address: 3025 Whitfield Avenue, Sarasota, FL 34243
Invites sent: 4/12/2020
Delivery/Read Receipts attached

Address: 8250 62nd St N Pinellas Park, FL 33781
Invites sent: 4/13/2020
Delivery/Read Receipts attached

Address: 5001 N. Nebraska Ave. Tampa, FL 33603
Invites sent: 4/12/2020
Delivery/Read Receipts attached

Address: 5420 Division Dr, Fort Myers, FL 33966
Invites sent: 4/13/2020
Delivery/Read Receipts attached

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Invites sent: 4/13/2020
Delivery/Read Receipts attached

Address: 5420 Division Dr, Fort Myers, FL 33966
Invites sent: 4/13/2020
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Address: 12801 Commodity Place Tampa, FL 33626
Invites sent: 4/13/2020
Delivery/Read Receipts attached

Address: 12801 Commodity Place Tampa, FL 33626
Invites sent: 4/13/2020
Delivery/Read Receipts attached

Address: 13529 Barberry Drive Wellington, FL 33414
Invites sent: 4/13/2020
Delivery/Read Receipts attached

Address: 13529 Barberry Drive Wellington, FL 33414
Invites sent: 4/13/2020
Delivery/Read Receipts attached

Address: 13529 Barberry Drive Wellington, FL 33414
Invites sent: 4/13/2020
Delivery/Read Receipts attached

Address: 1715 67th Ave E Sarasota, Florida 34243
Invites sent: 4/13/2020
Delivery/Read Receipts attached
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<tr>
<th>Vendor Name</th>
<th>Email Address</th>
<th>Phone</th>
<th>SCOPES of Work</th>
<th>Contact</th>
<th>Certifications</th>
<th>Type of Ownership</th>
<th>Address</th>
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<th>Notes</th>
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<tr>
<td>C-Squared CGC Inc. (Bradenton)</td>
<td><a href="mailto:seand@c-squaredcgc.com">seand@c-squaredcgc.com</a></td>
<td>(941) 960-8114</td>
<td>concrete flatwork</td>
<td>Sean</td>
<td></td>
<td></td>
<td>1715 67th Ave E Sarasota, Florida 34243</td>
<td>4/13/2020</td>
<td>4/20/2020 Delivery/Read Receipts attached</td>
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<td>1715 67th Ave E Sarasota, Florida 34243</td>
<td>4/13/2020</td>
<td>4/20/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>CURB MAN, INC.</td>
<td><a href="mailto:estimator.curbman@gmail.com">estimator.curbman@gmail.com</a></td>
<td>863-957-3557</td>
<td>concrete,</td>
<td>Chris Gabaldon</td>
<td>No certs</td>
<td></td>
<td>210 S MAIN ST AUBURNDALE, FL 33823</td>
<td>4/13/2020</td>
<td>4/20/2020 Delivery/Read Receipts attached</td>
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<td>CURB SYSTEMS OF SW FL AND SARASOTA, L.L.C.</td>
<td><a href="mailto:markl@curbsystems.net">markl@curbsystems.net</a></td>
<td>(239) 947-3777</td>
<td>concrete curb &amp; gutter</td>
<td></td>
<td></td>
<td></td>
<td>10964 K-Nite Drive Bonita Springs, FL 34135</td>
<td>4/13/2020</td>
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<tr>
<td>D.M. CONSTRUCTION CORPORATION</td>
<td><a href="mailto:dmconstcorp@earthlink.net">dmconstcorp@earthlink.net</a></td>
<td>941-639-3666</td>
<td>Excavation</td>
<td>George Davis</td>
<td></td>
<td></td>
<td>3601 Henry St, Punta GORDA, FL 33961</td>
<td>4/13/2020</td>
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<td>D.M. CONSTRUCTION CORPORATION</td>
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<td>941-639-3666</td>
<td>Excavation</td>
<td>George Davis</td>
<td></td>
<td></td>
<td>3601 Henry St, Punta GORDA, FL 33961</td>
<td>4/13/2020</td>
<td>4/20/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>DAVE FOOTE CONSTRUCTION, INC.</td>
<td><a href="mailto:dave.foote@dfecinc.com">dave.foote@dfecinc.com</a></td>
<td>(239) 833-4658</td>
<td>underground utility, drainage</td>
<td>Dave Foote</td>
<td></td>
<td></td>
<td>6091 Greenbrier Farms Rd Fort Myers, FL 33905</td>
<td>4/13/2020</td>
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<tr>
<td>DeJonge Excavating Contractors Inc.</td>
<td><a href="mailto:shanchev@dejongeeexcavating.com">shanchev@dejongeeexcavating.com</a>; <a href="mailto:dex@dejongeeexcavating.com">dex@dejongeeexcavating.com</a></td>
<td>(941) 485-7799</td>
<td>Underground Utility</td>
<td>Steve Hanchev</td>
<td></td>
<td></td>
<td>3500 RUSTIC ROAD NOKOMIS, FL 34275</td>
<td>4/13/2020</td>
<td>4/20/2020 Delivery/Read Receipts attached</td>
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<td>Delamere Industries Inc.</td>
<td><a href="mailto:chris@delitifencecolt.com">chris@delitifencecolt.com</a>; <a href="mailto:a.oliver@delitifence-doil.com">a.oliver@delitifence-doil.com</a>;</td>
<td>813.929.0841</td>
<td>Fence and Rail / manufacture and install</td>
<td>Ariel Oliver</td>
<td></td>
<td></td>
<td>19370 Oliver Street Brooksville, FL 34501</td>
<td>4/13/2020</td>
<td>4/20/2020 Delivery/Read Receipts attached</td>
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<td>Delamere Industries Inc.</td>
<td><a href="mailto:chris@delitifencecolt.com">chris@delitifencecolt.com</a>; <a href="mailto:a.oliver@delitifence-doil.com">a.oliver@delitifence-doil.com</a>;</td>
<td>813.929.0841</td>
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<td></td>
<td>19370 Oliver Street Brooksville, FL 34501</td>
<td>4/13/2020</td>
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<tr>
<td>Denco Construction Inc.</td>
<td><a href="mailto:gbibson@denco-inc.com">gbibson@denco-inc.com</a></td>
<td>239-332-4400</td>
<td>Drainage/Utilities</td>
<td>Frank Gibson</td>
<td></td>
<td></td>
<td>4600 Cummins Ct #1, Fort Myers, FL 33905</td>
<td>4/13/2020</td>
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<tr>
<td>Denson Construction, Inc.</td>
<td><a href="mailto:travis@denson-construction.com">travis@denson-construction.com</a></td>
<td>853-799-1001</td>
<td>concrete walls and flatwork</td>
<td>Travis Lester</td>
<td></td>
<td></td>
<td>4270 Holden Rd Lakeland FL 33811</td>
<td>4/13/2020</td>
<td>4/20/2020 Delivery/Read Receipts attached</td>
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<td>Denson Construction, Inc.</td>
<td><a href="mailto:travis@denson-construction.com">travis@denson-construction.com</a></td>
<td>863-709-1001</td>
<td>concrete walls and flatwork</td>
<td>Travis Lester</td>
<td></td>
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<td>59-3571944</td>
<td>4270 Holden Rd Lakeland FL 33811</td>
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<td>Denson Construction, Inc.</td>
<td><a href="mailto:travis@denson-construction.com">travis@denson-construction.com</a></td>
<td>863-709-1001</td>
<td>concrete walls and flatwork</td>
<td>Travis Lester</td>
<td></td>
<td></td>
<td>59-3571944</td>
<td>4270 Holden Rd Lakeland FL 33811</td>
<td>4/13/2020</td>
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<tr>
<td>Diamond &quot;C&quot; Logistics, LLC</td>
<td><a href="mailto:cindy.writing@aol.com">cindy.writing@aol.com</a></td>
<td>352.728.5361</td>
<td>hauling, materials</td>
<td>Violetta Labreo</td>
<td>DBE</td>
<td></td>
<td>20-5609151</td>
<td>2729 W. Main St., Leesburg FL 34749</td>
<td>4/13/2020</td>
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<tr>
<td>Diamond Surface, Inc.</td>
<td><a href="mailto:ali@diamondsurfacedirectinc.com">ali@diamondsurfacedirectinc.com</a></td>
<td>753-420-5009</td>
<td>concrete diamond grinding</td>
<td>Ali Adamek</td>
<td></td>
<td></td>
<td>41-1638360</td>
<td>21025 Commerce Blvd Suite 900 Rogers, MN 55374</td>
<td>4/13/2020</td>
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<tr>
<td>DEAngelo Brothers LLC (DBI Services Inc.)</td>
<td><a href="mailto:rlepore@dbiservices.com">rlepore@dbiservices.com</a></td>
<td>941-671-7880</td>
<td>structural concrete</td>
<td>Rich Lepore</td>
<td>N/A</td>
<td></td>
<td>23-2332783</td>
<td>100 North Caroline Dr., Hazelton, PA 18251</td>
<td>4/13/2020</td>
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<tr>
<td>Dade Lime and Stone Co</td>
<td>neilmcldixielime.com; <a href="mailto:arthurlavaley@gmail.com">arthurlavaley@gmail.com</a></td>
<td>352-612-0180</td>
<td>base rock &amp; aggregates</td>
<td>Art Lavely</td>
<td></td>
<td></td>
<td>59-1169451</td>
<td>2441 E. Fort King St. Suite 201 Ocala, FL 34477</td>
<td>4/13/2020</td>
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<tr>
<td>Doan Construction Company of Florida, LLC</td>
<td><a href="mailto:rramirez@doancompanies.com">rramirez@doancompanies.com</a></td>
<td>941.234.2777</td>
<td>concrete,</td>
<td>Roger Ramirez</td>
<td></td>
<td></td>
<td>20-5672012</td>
<td>15310 Amberly Dr Ste 250 Tampa, FL 33647</td>
<td>4/13/2020</td>
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<td>Driveway Maintenance, Inc.</td>
<td><a href="mailto:panable@driveway.com">panable@driveway.com</a></td>
<td>813.228.8826</td>
<td>paving, striping</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1910 N 57th St, Tampa, FL 33619</td>
<td>4/13/2020</td>
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<td><a href="mailto:panable@driveway.com">panable@driveway.com</a></td>
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<td>paving, striping</td>
<td></td>
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<td>1910 N 57th St, Tampa, FL 33619</td>
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<td>E T MacKenzie of Florida, Inc.</td>
<td><a href="mailto:kokounithart@mackenzieco.com">kokounithart@mackenzieco.com</a></td>
<td>941-796-6790</td>
<td>site work, GC</td>
<td></td>
<td></td>
<td></td>
<td>38-3220496</td>
<td>6212 33rd Street E, Bradenton, Florida 34203</td>
<td>4/13/2020</td>
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<tr>
<td>FLORIDA SAFETY CONTRACTORS, INC.</td>
<td><a href="mailto:Estimating@floridasafetycontractors.com">Estimating@floridasafetycontractors.com</a></td>
<td>813-982-9172</td>
<td>grading, drainage, conc</td>
<td>Reva Jordan</td>
<td></td>
<td>57-1191668</td>
<td>11826 Jackson Rd Thonotosassa FL 33667</td>
<td>4/13/2020</td>
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<td>813-982-9172</td>
<td>signs, signals</td>
<td>C. Reichart</td>
<td></td>
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<td>Forsberg Construction, Inc.</td>
<td><a href="mailto:gregg@forsbergconstruction.com">gregg@forsbergconstruction.com</a></td>
<td>941-837-8500</td>
<td>site work, utilities, clearing, earthwork, roadway, underground</td>
<td>Gregg Marsh</td>
<td></td>
<td>59-2223536</td>
<td>645 Charlotte Street Punta Gorda, Florida 33960</td>
<td>4/13/2020</td>
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<td>645 Charlotte Street Punta Gorda, Florida 33960</td>
<td>4/13/2020</td>
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<tr>
<td>FRANCIS INTERNATIONAL FENCING INC.</td>
<td><a href="mailto:oeo.fencedepot@gmail.com">oeo.fencedepot@gmail.com</a></td>
<td>727-340-5248</td>
<td>fencing</td>
<td>Joe Q. Owen</td>
<td></td>
<td>37-1776596</td>
<td>6734 Osteen Rd Newport Richey FL 34531</td>
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<td>FREDERICK DERR AND COMPANY, INCORPORATED</td>
<td><a href="mailto:gator@federalcdercompany.com">gator@federalcdercompany.com</a></td>
<td>941-356-3857</td>
<td>utilities, site work, concrete recycled</td>
<td>Gator Carter</td>
<td></td>
<td>59-0915336</td>
<td>1451 Myrtle St, Sarasota, FL 34234</td>
<td>4/13/2020</td>
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<td>1451 Myrtle St, Sarasota, FL 34234</td>
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<td>Gardner Asphalt</td>
<td><a href="mailto:phil@gardnerasphalt.com">phil@gardnerasphalt.com</a></td>
<td>813-373-2035</td>
<td>bituminous materials - liquid asphalt, tackloss tack</td>
<td>Jose Hernandez</td>
<td></td>
<td>Applied for</td>
<td>4161 E 7th Ave, Tampa, FL 33605</td>
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<td>GCE Services, Inc.</td>
<td><a href="mailto:estimating@goeservicesinc.com">estimating@goeservicesinc.com</a></td>
<td>239-572-7170</td>
<td>seeding &amp; erosion ctrl, grassing</td>
<td>Carolyn Eads</td>
<td></td>
<td>65-0595477</td>
<td>1611 Santa Barbara Blvd Ste 100 Cape Coral, FL 33991</td>
<td>4/13/2020</td>
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<td>Gereico Traffic Controls</td>
<td><a href="mailto:nwright@gereico.com">nwright@gereico.com</a></td>
<td>772-340-7474</td>
<td>signal, lighting</td>
<td>Norman Wright</td>
<td></td>
<td>560 NW Enterprise Dr, Port St Lucie, FL 34986</td>
<td></td>
<td>96-0174268</td>
<td>4/13/2020</td>
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<td>Giral Enterprises, Inc.</td>
<td>ge@<a href="mailto:2@earthlink.net">2@earthlink.net</a></td>
<td>305-996-4454</td>
<td>guardrail suppliers (no installation)</td>
<td>Pedro Giral</td>
<td>of FL MBE, S, FL Water Mgmt Dist</td>
<td>12260 SW 94th Street Miami, FL 33186</td>
<td></td>
<td>55-0005382</td>
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<td>Gosalia Concrete Constructors, Inc.</td>
<td><a href="mailto:mstanley@gosaliaaco.com">mstanley@gosaliaaco.com</a></td>
<td>813-443-0984</td>
<td>Concrete</td>
<td>Mike Stanley</td>
<td></td>
<td>4607 N 56TH St, Tampa, FL 33610 7/22/19</td>
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<td>27-3534317</td>
<td>4/13/2020</td>
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<td>Gosalia Concrete Constructors, Inc.</td>
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<td>Concrete</td>
<td>Mike Stanley</td>
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<td>813-443-0984</td>
<td>Concrete</td>
<td>Mike Stanley</td>
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<td>4607 N 56TH St, Tampa, FL 33610 7/22/19</td>
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<td>27-3534317</td>
<td>4/13/2020</td>
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<td>GRADING &amp; BUSH HOG SERVICES, INC.</td>
<td><a href="mailto:gbhsvcinc@bellsouth.net">gbhsvcinc@bellsouth.net</a></td>
<td>904.276.3314</td>
<td>guardrail, handrail, mailboxes</td>
<td>Scott Griffin</td>
<td>FDOT DHE</td>
<td>274 COLLEGE DR ORANGE PARK, FL 32065</td>
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<td>59-3198636</td>
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<td>GRADING &amp; BUSH HOG SERVICES, INC.</td>
<td><a href="mailto:gbhsvcinc@bellsouth.net">gbhsvcinc@bellsouth.net</a></td>
<td>904.276.3314</td>
<td>guardrail, handrail, mailboxes</td>
<td>Scott Griffin</td>
<td>FDOT DHE</td>
<td>274 COLLEGE DR ORANGE PARK, FL 32065</td>
<td></td>
<td>59-3198636</td>
<td>4/13/2020</td>
</tr>
<tr>
<td>Granite Intiner, LLC</td>
<td><a href="mailto:Mike.Cannon@gcssnc.com">Mike.Cannon@gcssnc.com</a>, <a href="mailto:John.Sunderman@Layne.com">John.Sunderman@Layne.com</a></td>
<td>407-472-0014</td>
<td>trenchless relining pipes</td>
<td>Mike</td>
<td></td>
<td>2471 Northeast County Road 219A, Melrose FL 32666</td>
<td></td>
<td>01-0699462</td>
<td>4/13/2020</td>
</tr>
<tr>
<td>Grovin Farms, LLC</td>
<td><a href="mailto:chase-elliott@grovinfarms.com">chase-elliott@grovinfarms.com</a></td>
<td>352-264-0102</td>
<td>sodding, seeding, matching, grading, forestry work</td>
<td>Chase Elliot</td>
<td></td>
<td>2471 Northeast County Road 219A, Melrose FL 32666</td>
<td></td>
<td>47-5873817</td>
<td>4/13/2020</td>
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<tr>
<td>Haskins Inc.</td>
<td><a href="mailto:rmacphee@haskinsinc.net">rmacphee@haskinsinc.net</a></td>
<td>239.947.1846</td>
<td>Grouting, drainage, utility work, mass excavation</td>
<td>Ryan Macphee</td>
<td></td>
<td>10956 Enterprise Ave Bonita Springs FL 34135</td>
<td></td>
<td>59-1844470</td>
<td>4/13/2020</td>
</tr>
<tr>
<td>Haskins Inc.</td>
<td><a href="mailto:rmacphee@haskinsinc.net">rmacphee@haskinsinc.net</a></td>
<td>239.947.1846</td>
<td>Grouting, drainage, utility work, mass excavation</td>
<td>Ryan Macphee</td>
<td></td>
<td>10956 Enterprise Ave Bonita Springs FL 34135</td>
<td></td>
<td>59-1844470</td>
<td>4/13/2020</td>
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<tr>
<td>Vendor Name</td>
<td>Email Address</td>
<td>Phone</td>
<td>SCOPES of Work</td>
<td>Contact</td>
<td>Certifications</td>
<td>FIEID</td>
<td>FEID</td>
<td>Address</td>
<td>Invites sent</td>
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<tr>
<td>HighSpans Engineering, Inc.</td>
<td><a href="mailto:chelenbrook@highspans.com">chelenbrook@highspans.com</a>; <a href="mailto:vincez@highspans.com">vincez@highspans.com</a>; <a href="mailto:Engineers@highspans.com">Engineers@highspans.com</a></td>
<td>239-433-3000</td>
<td>engineering Inspection</td>
<td></td>
<td>DBE MBE</td>
<td>77-0681624</td>
<td>2121 McGregor Blvd. Suite 200</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>Highway Safety Devices, Inc.</td>
<td><a href="mailto:Jarrod@highwaysafetydevices.com">Jarrod@highwaysafetydevices.com</a></td>
<td>813.759.1559</td>
<td>signs, singals, lighting, guardrail, ITS work</td>
<td>Jarrod Nichols</td>
<td></td>
<td>59-2834982</td>
<td>6480 Hamrey Rd. Tampa, Florida 33610</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>Highway Safety Devices, Inc.</td>
<td><a href="mailto:Jarrod@highwaysafetydevices.com">Jarrod@highwaysafetydevices.com</a></td>
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<td>signs, singals, lighting, guardrail, ITS work</td>
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<td></td>
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<td>813.759.1559</td>
<td>signs, singals, lighting, guardrail, ITS work</td>
<td>Jarrod Nichols</td>
<td></td>
<td>59-2834982</td>
<td>6480 Hamrey Rd. Tampa, Florida 33610</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>Hi-Lite Airfield Services, LLC</td>
<td><a href="mailto:brian@hi-lite.com">brian@hi-lite.com</a>; <a href="mailto:tyler.batia@hi-lite.com">tyler.batia@hi-lite.com</a></td>
<td>904-429-0090</td>
<td>Airport Striping, marking, paintrubber removal, Friction testing</td>
<td>Brian Garratt</td>
<td></td>
<td>35-2489995</td>
<td>18249 Hi-LITE DR ADAMS CENTER, NY 13006</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>Hi-Lite Airfield Services, LLC</td>
<td><a href="mailto:brian@hi-lite.com">brian@hi-lite.com</a>; <a href="mailto:tyler.batia@hi-lite.com">tyler.batia@hi-lite.com</a></td>
<td>904-429-0090</td>
<td>Airport Striping, marking, paintrubber removal, Friction testing</td>
<td>Brian Garratt</td>
<td></td>
<td>35-2489995</td>
<td>18249 Hi-LITE DR ADAMS CENTER, NY 13006</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>HIMES ELECTRIC COMPANY, INC.</td>
<td><a href="mailto:thomas@himeselectric.com">thomas@himeselectric.com</a></td>
<td>813.909.1927</td>
<td>Airpot Electric,outside lighting, high mast lighting, roadway work</td>
<td>Thomas Cook</td>
<td>contractor for electrical work, small business contracts from St.</td>
<td>65-0889982</td>
<td>1040 Land O lakes Blvd. Lutz, FL 33549</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
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<td>HIMES ELECTRIC COMPANY, INC.</td>
<td><a href="mailto:thomas@himeselectric.com">thomas@himeselectric.com</a></td>
<td>813.909.1927</td>
<td>Airpot Electric,outside lighting, high mast lighting, roadway work</td>
<td>Thomas Cook</td>
<td>contractor for electrical work, small business contracts from St.</td>
<td>65-0889982</td>
<td>1040 Land O lakes Blvd. Lutz, FL 33549</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>Horses First, Inc.</td>
<td><a href="mailto:kcoffey@horsesfirstinc.com">kcoffey@horsesfirstinc.com</a>; <a href="mailto:patiadino@horsesfirstinc.com">patiadino@horsesfirstinc.com</a>; <a href="mailto:asmallwood@horsesfirstinc.com">asmallwood@horsesfirstinc.com</a></td>
<td>813-682-5020</td>
<td>qpm scheduling, planning</td>
<td>Kothie Coffey</td>
<td>DBE, Hillborough WMES/SBC, WOSB certified</td>
<td>20-2596168</td>
<td>453 SE Narraje Ave. Port St Lucie, FL 34983</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>HSE Contractors Inc.</td>
<td><a href="mailto:alberto@hsecontractors.com">alberto@hsecontractors.com</a></td>
<td>813-435-3110</td>
<td>qpm Planning &amp; Scheduling</td>
<td>Steve Grey</td>
<td></td>
<td>81-2628226</td>
<td>3443 Herrington Dr. ORLANDO, FL 32812</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>Hyatt Survey Services, Inc.</td>
<td><a href="mailto:russell@hyattsurvey.com">russell@hyattsurvey.com</a></td>
<td>941.748.4893</td>
<td>engineering surveying and mapping services, terrain modeling, as-built/record surveys</td>
<td>Russell Hyatt</td>
<td></td>
<td>33-0478653</td>
<td>2012 Lena Road Bradenton, Florida 34211</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>IMPACT Surveying AND MAPPING, INC</td>
<td><a href="mailto:dpeach@impactsurveying.com">dpeach@impactsurveying.com</a></td>
<td>(813) 644-8570</td>
<td>engineering, survey</td>
<td>Veronica Thorp</td>
<td></td>
<td>45-3686746</td>
<td>7815 NORTH DALE MABRY HWY SUITE 107 Tampa, FL 33614</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Email Address</td>
<td>Phone</td>
<td>SCOPE of Work</td>
<td>Contact</td>
<td>Certifications</td>
<td>FEID</td>
<td>Type of Ownership</td>
<td>Address</td>
<td>Invites sent</td>
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<tr>
<td>Irrigation Design Associates, Inc.</td>
<td><a href="mailto:idemailbox@ida-fl.com">idemailbox@ida-fl.com</a></td>
<td>941-927-1279</td>
<td>Irrigation</td>
<td>Terry Fiddler</td>
<td>no certs</td>
<td>85-0768689</td>
<td>Type of Ownership</td>
<td>6175 Palmer Blvd, Sarasota, FL 34240</td>
<td>4/12/2020</td>
</tr>
<tr>
<td>Jason's Hauling, Inc</td>
<td><a href="mailto:jason@jasonshauling.com">jason@jasonshauling.com</a></td>
<td>813.872.8440</td>
<td>Hauling</td>
<td>Greg Baier, Jason Frye</td>
<td>DBE with FDOT, Hillsborough County, and City of Tampa, etc.</td>
<td>59-3219239</td>
<td>CM</td>
<td>4/12/2020</td>
<td>4/20/2020  Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>JOHN B. WEBB &amp; ASSOCIATES, INC.</td>
<td><a href="mailto:jackie.webb@webbgr.com">jackie.webb@webbgr.com</a></td>
<td>407.622.9322</td>
<td>Engineering, surveying, engineering, BIM</td>
<td>Jacqueline E Webb President</td>
<td>DBE, MBE, DBE, SBE with state Certified</td>
<td>59-2280022</td>
<td>CF</td>
<td>4/12/2020</td>
<td>4/20/2020  Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>K &amp; B Sitework, LLC</td>
<td>a <a href="mailto:kms@kandbsitework.com">kms@kandbsitework.com</a></td>
<td>727-827-2971</td>
<td>Utility and site work</td>
<td>Aleem Khan</td>
<td></td>
<td>27-1936969</td>
<td>Type of Ownership</td>
<td>905 S. DENNING DR. SUITE 3 WINTER PARK, FL 32789</td>
<td>4/12/2020</td>
</tr>
<tr>
<td>Kates Enviro Fencing Inc</td>
<td><a href="mailto:ken@katesinc.com">ken@katesinc.com</a>; mfl@<a href="mailto:brandt@katesinc.com">brandt@katesinc.com</a></td>
<td>239-948-3116</td>
<td>Erosion control, storm water inspection systems</td>
<td>Ken</td>
<td></td>
<td>3435 Quail Dr, Bonita Springs, FL 34134</td>
<td>4/13/2020  Delivery/Read Receipts attached</td>
<td></td>
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<tr>
<td>Kloote Contracting</td>
<td><a href="mailto:dave@kloote.com">dave@kloote.com</a></td>
<td>727.785.5800</td>
<td>GC, Crack Sealing, grading, concrete, sewer/water pump station, civil, rehab, enviro</td>
<td>Dave Kloote</td>
<td>Pinellas County SBE certified, State certified GC</td>
<td>85-0600410</td>
<td>SF</td>
<td>2706 19th St, Palm Harbor, FL 34683</td>
<td>4/12/2020</td>
</tr>
<tr>
<td>Kloote Contracting</td>
<td><a href="mailto:dave@kloote.com">dave@kloote.com</a></td>
<td>727.785.5800</td>
<td>GC, Crack Sealing, grading, concrete, sewer/water pump station, civil, rehab, enviro</td>
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<td>85-0600410</td>
<td>SF</td>
<td>2706 19th St, Palm Harbor, FL 34683</td>
<td>4/12/2020</td>
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<tr>
<td>KPW Concrete Cutting, Inc</td>
<td><a href="mailto:rca@kpwconcretecutting.com">rca@kpwconcretecutting.com</a></td>
<td>904-328-5307</td>
<td>Concrete Cutting and breaking</td>
<td>Robert Walker</td>
<td>FDOT: DBEMB/MBE/SEU</td>
<td>47-9550810</td>
<td>SF</td>
<td>12288 Bristol Creek Drive JACKSONVILLE, FL 32218</td>
<td>4/13/2020</td>
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<tr>
<td>LANZO COMPANIES, INC</td>
<td><a href="mailto:estimating@lanzo.org">estimating@lanzo.org</a></td>
<td>954-979-0802</td>
<td>Concrete Cutting and breaking</td>
<td>Fred Tinberg</td>
<td></td>
<td>81-1005288</td>
<td>SF</td>
<td>125 SE 5th CT DEERFIELD BEACH, FL 33441</td>
<td>4/13/2020</td>
</tr>
<tr>
<td>LANZO COMPANIES, INC</td>
<td><a href="mailto:estimating@lanzo.org">estimating@lanzo.org</a></td>
<td>954-979-0802</td>
<td>Concrete Cutting and breaking</td>
<td>Fred Tinberg</td>
<td></td>
<td>81-1005288</td>
<td>SF</td>
<td>125 SE 5th CT DEERFIELD BEACH, FL 33441</td>
<td>4/13/2020</td>
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<td>Vendor Name</td>
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<td>Contact</td>
<td>Certifications</td>
<td>FEID</td>
<td>Address</td>
<td>Invites sent</td>
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<td>Lavandera Electric Co.</td>
<td><a href="mailto:jlm@lavanderaeltronic.com">jlm@lavanderaeltronic.com</a></td>
<td>813.870.3486</td>
<td>Airport Electrical</td>
<td>Charles (Mike) McDonald</td>
<td></td>
<td>59-1772390</td>
<td>4705 North Hesperides St. Tampa, FL 33614</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
<td></td>
</tr>
<tr>
<td>Leftcoast Surveyors, Inc.</td>
<td><a href="mailto:naji@leftcoastsurveyors.com">naji@leftcoastsurveyors.com</a></td>
<td>727.575.3977</td>
<td>engineering survey</td>
<td>Mike Guier</td>
<td>SBE</td>
<td>59-3656470</td>
<td>2563 1st Ave N, St. Petersburg, FL 33713</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>LEO'S SOD, LLC</td>
<td><a href="mailto:marisol@leosod.net">marisol@leosod.net</a>; kr <a href="mailto:is@leosod.net">is@leosod.net</a></td>
<td>239.732.6131</td>
<td>Sodding</td>
<td>Marisol Roter</td>
<td></td>
<td>47-457491</td>
<td>3612 Bayshore Drive Naples, Florida 34112</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
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</tr>
<tr>
<td>Liberty Hauling, Inc.</td>
<td><a href="mailto:ruth@libertyhauling.com">ruth@libertyhauling.com</a></td>
<td>863.998.1452</td>
<td>haulers,</td>
<td>Ruth Wagner</td>
<td>Florida DBE, MWBE</td>
<td>37-1459022</td>
<td>7144 EVERGREEN BLVD. POLK CITY, FL 33860</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>Lomski Engineering and</td>
<td><a href="mailto:alomski@et-fl.com">alomski@et-fl.com</a></td>
<td>941-879-5744</td>
<td>engineering, testing</td>
<td>Anne Lomski</td>
<td></td>
<td>26-4521129</td>
<td>17210 Toledo Bluff Blvd. Port Charlotte, FL 33954</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
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<td>Testing, Inc.</td>
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<tr>
<td>Lovin Construction</td>
<td><a href="mailto:lovin-construction@verizon.net">lovin-construction@verizon.net</a></td>
<td>941.755.4312</td>
<td>dip conc, structural conc, retaining wall, box culvert</td>
<td>Barry Roberts, Troy Timmons</td>
<td></td>
<td>17234 33rd Street East Bradenton, FL 34203</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
<td></td>
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<tr>
<td>Lovin Construction</td>
<td><a href="mailto:lovin-construction@verizon.net">lovin-construction@verizon.net</a></td>
<td>941.755.4312</td>
<td>dip conc, structural conc, retaining wall, box culvert</td>
<td>Barry Roberts, Troy Timmons</td>
<td></td>
<td>8949-131st Place N. Largo, FL 33773</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
<td></td>
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<tr>
<td>M.P.G. &amp; COMPANY, INC.</td>
<td><a href="mailto:mppg8646@aol.com">mppg8646@aol.com</a></td>
<td>727.518.1761</td>
<td>signals and lighting</td>
<td>Robin Green</td>
<td>DBE w/COT, FDOT, Hillsborough Co.</td>
<td>59-3143815</td>
<td>23902 County Road 561 Antioch, FL 34705</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>Mack Concrete Industries</td>
<td><a href="mailto:bclaffin@mackconcrete.com">bclaffin@mackconcrete.com</a></td>
<td>352.742.2333</td>
<td>Precast, Environmental, Privacy Wall</td>
<td>Brett Claffin</td>
<td></td>
<td></td>
<td></td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
<td></td>
</tr>
<tr>
<td>MAJ Contracting, Inc.</td>
<td><a href="mailto:mjusnice@majocontracting.com">mjusnice@majocontracting.com</a>; <a href="mailto:horoocks@majocontracting.com">horoocks@majocontracting.com</a></td>
<td>239.707.1310</td>
<td>Grading, drainage, utility work</td>
<td>Mark Justice</td>
<td>License, Certified Underground Contractor License, Certified</td>
<td>55-092359</td>
<td>2602 Dora St. Fort Myers, FL 33901</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>MAJ Contracting, Inc.</td>
<td><a href="mailto:mjusnice@majocontracting.com">mjusnice@majocontracting.com</a>; <a href="mailto:horoocks@majocontracting.com">horoocks@majocontracting.com</a></td>
<td>239.707.1310</td>
<td>Grading, drainage, utility work</td>
<td>Mark Justice</td>
<td>License, Certified Underground Contractor License, Certified</td>
<td>55-092359</td>
<td>2602 Dora St. Fort Myers, FL 33901</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
<td></td>
</tr>
<tr>
<td>Mariotti Asphalt, LLC</td>
<td><a href="mailto:ryan@bilmariottipaving.com">ryan@bilmariottipaving.com</a></td>
<td>941-321-4628</td>
<td>Paving</td>
<td>Tom Lightcap Bill Mariotti</td>
<td></td>
<td>45-0615377</td>
<td>4559 Mariotti Ct, Sarasota, FL 34233</td>
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<tr>
<td>Vendor Name</td>
<td>Email Address</td>
<td>Phone</td>
<td>SCOPE of Work</td>
<td>Contact</td>
<td>Certifications</td>
<td>FEID</td>
<td>Address</td>
<td>Type of Ownership</td>
<td>Address Date</td>
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</tr>
<tr>
<td>Martin Marietta Materials</td>
<td>Heath.Fincher@martinmariettacom</td>
<td>(607) 723-4852</td>
<td>aggregate materials</td>
<td>Heath Fincher</td>
<td>No certs</td>
<td></td>
<td>714 W Smith St, Orlando, FL 32804</td>
<td>BM</td>
<td>4/13/2020</td>
</tr>
<tr>
<td>McKenzie Contracting, LLC</td>
<td><a href="mailto:ennewman@mckenziecontractingllc.com">ennewman@mckenziecontractingllc.com</a>;</td>
<td>813.454.4429</td>
<td>Grading.</td>
<td>Eric and Charlie</td>
<td></td>
<td>46-3561880</td>
<td>7712 E Broadway Ave. Tampa, Florida 33619</td>
<td>BM</td>
<td>4/13/2020</td>
</tr>
<tr>
<td>McShea Contracting LLC</td>
<td><a href="mailto:steven@mcshaecontracting.com">steven@mcshaecontracting.com</a>;</td>
<td>239.368.3200</td>
<td>Pavement markings, RPMs, removal markings</td>
<td>Steve McAlland</td>
<td></td>
<td>25-4642586</td>
<td>508 Owen Ave. North Lehigh Acres, FL 33971</td>
<td>BM</td>
<td>4/13/2020</td>
</tr>
<tr>
<td>McShea Contracting LLC</td>
<td><a href="mailto:steven@mcshaecontracting.com">steven@mcshaecontracting.com</a>;</td>
<td>239.368.3200</td>
<td>Pavement markings, RPMs, removal markings</td>
<td>Steve McAlland</td>
<td></td>
<td>25-4642586</td>
<td>508 Owen Ave. North Lehigh Acres, FL 33971</td>
<td>BM</td>
<td>4/13/2020</td>
</tr>
<tr>
<td>Mettauer Environmental, Inc.</td>
<td><a href="mailto:chris@me-fl.com">chris@me-fl.com</a></td>
<td>239-633-3344</td>
<td>Eros ctrl, sod, fence</td>
<td>Chris Mettauer</td>
<td></td>
<td>55-1105787</td>
<td>19741 N River Rd ALVA, FL 33920</td>
<td>BM</td>
<td>4/13/2020</td>
</tr>
<tr>
<td>Mettauer Environmental, Inc.</td>
<td><a href="mailto:chris@me-fl.com">chris@me-fl.com</a></td>
<td>239-633-3344</td>
<td>Eros ctrl, sod, fence</td>
<td>Chris Mettauer</td>
<td></td>
<td>55-1105787</td>
<td>19741 N River Rd ALVA, FL 33920</td>
<td>BM</td>
<td>4/13/2020</td>
</tr>
<tr>
<td>Midwest Construction Products</td>
<td><a href="mailto:erich@midwestconstruct.com">erich@midwestconstruct.com</a></td>
<td>239-432-2812</td>
<td>Erosion control, storm water products</td>
<td>Eric Harrison</td>
<td></td>
<td></td>
<td>17370 Alico Center Rd. FL. Myers, FL 33907</td>
<td>BM</td>
<td>4/13/2020</td>
</tr>
<tr>
<td>Mill N Clean LLC</td>
<td><a href="mailto:Kelly@milliclean.com">Kelly@milliclean.com</a>;</td>
<td>727-324-5165</td>
<td>Roll (bumpmill) and clean up</td>
<td>Kelly Camm</td>
<td></td>
<td>47-2232860</td>
<td>505 Ranch Road Tarpon Springs, FL 34680</td>
<td>BM</td>
<td>4/13/2020</td>
</tr>
<tr>
<td>Milling Cleanup Services LLC</td>
<td><a href="mailto:operations@miltingcleanup.com">operations@miltingcleanup.com</a></td>
<td>727-324-5165</td>
<td>Milling/Cleanup</td>
<td>Dave Miller</td>
<td></td>
<td>20-409370</td>
<td>201 Tarpon Industrial Drive, Suite 1 Tarpon Springs, FL 34680</td>
<td>BM</td>
<td>4/13/2020</td>
</tr>
<tr>
<td>Mill-It Corporation</td>
<td><a href="mailto:bborrell@mill-it.com">bborrell@mill-it.com</a></td>
<td>407-681-1181</td>
<td>Milling, Cold Planning</td>
<td>Brian Borrell</td>
<td></td>
<td>59-2329966</td>
<td>9530 Discovery Court Altamonte Springs, FL 32714</td>
<td>BM</td>
<td>4/13/2020</td>
</tr>
<tr>
<td>MOT Plans.com, Inc.</td>
<td><a href="mailto:satya@motplans.com">satya@motplans.com</a></td>
<td>613-500-7884</td>
<td>Mot, Barriers</td>
<td>Eddie Poupart</td>
<td></td>
<td>75-0743203</td>
<td>1019 S 82nd St, Tampa, FL 33619</td>
<td>BM</td>
<td>4/13/2020</td>
</tr>
<tr>
<td>MSB Services, LLC</td>
<td><a href="mailto:michael@msbservicesllc.com">michael@msbservicesllc.com</a></td>
<td>941-747-7100</td>
<td>Signals, Signs, Lighting</td>
<td>Michael Delagarra</td>
<td></td>
<td>45-4913430</td>
<td>3234 Lena Road Bradenton, FL 34211</td>
<td>BM</td>
<td>4/13/2020</td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Email Address</td>
<td>Phone</td>
<td>SCOPE of Work</td>
<td>Contact</td>
<td>Certifications</td>
<td>Type of Ownership (F=Female; M=Male; A=American; H=Hispanic; A=Asian; N=Native American; C=Caucasian)</td>
<td>Address</td>
<td>Invited Date</td>
<td>Notes</td>
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<tr>
<td>MSB Services, LLC</td>
<td><a href="mailto:michael@msbservicestlcc.com">michael@msbservicestlcc.com</a></td>
<td>941.747.7100</td>
<td>signals, signs, lighting</td>
<td>Michael Delagarza</td>
<td></td>
<td>45-4013430</td>
<td>3204 Lena Road Bradenton, FL 34211</td>
<td>4/12/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>Neubert Construction Services, Inc.</td>
<td><a href="mailto:tyler@neubertconstruction.com">tyler@neubertconstruction.com</a></td>
<td>239-332-8900</td>
<td>Concrete/Kitework</td>
<td>Tyler or Bob Neubert</td>
<td></td>
<td>65-60634970</td>
<td>3601 Dr Martin Luther King Jr Blvd Fort Myers, FL 33916</td>
<td>4/12/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>Neubert Construction Services, Inc.</td>
<td><a href="mailto:tyler@neubertconstruction.com">tyler@neubertconstruction.com</a></td>
<td>239-332-8900</td>
<td>Concrete/Kitework</td>
<td>Tyler or Bob Neubert</td>
<td></td>
<td>65-60634970</td>
<td>3601 Dr Martin Luther King Jr Blvd Fort Myers, FL 33916</td>
<td>4/12/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>Nickale Corp.</td>
<td><a href="mailto:Brian@nickale.com">Brian@nickale.com</a></td>
<td>(239) 287-3453</td>
<td>Hauling</td>
<td>Brian Mayberry</td>
<td></td>
<td>47-6217048</td>
<td>7866 BUCKS RUN DR NAPLES, FL 34120</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>NRC CORPORATION</td>
<td><a href="mailto:seergey@nrcc.com">seergey@nrcc.com</a></td>
<td>813-241-0282</td>
<td>Environment remediation, cleanup</td>
<td>Jim Sorgey</td>
<td></td>
<td>20-8262054</td>
<td>2300 TAMAMI TRAIL NORTH NOKOMIS, FL 34275</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>OLDCASTLE INFRASTRUCTURE, INC.</td>
<td><a href="mailto:Bill.Dugan@oldcastle.com">Bill.Dugan@oldcastle.com</a></td>
<td>813.714.8609</td>
<td>drainage, curb, inlets, junction boxes</td>
<td>Bill Dugan</td>
<td></td>
<td>91-0782138</td>
<td>2140 Pondella Road Cape Coral, FL 33909</td>
<td>4/12/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>Ongrade Contracting Inc.</td>
<td><a href="mailto:daniel@ongradecontracting.com">daniel@ongradecontracting.com</a>; <a href="mailto:debra@ongradecontracting.com">debra@ongradecontracting.com</a></td>
<td>941.766.5191</td>
<td>base work, sub base</td>
<td>Debra Walker</td>
<td>DBE / EEO</td>
<td>45-4829633</td>
<td>12409 SW SHERI AVE., UNIT 101 LAKE SUZY, FL 34269</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>Patf Landscape, Inc.</td>
<td><a href="mailto:Deb.absolutetree@gmail.com">Deb.absolutetree@gmail.com</a>; <a href="mailto:Paff@bellsouth.net">Paff@bellsouth.net</a></td>
<td>352-796-6564</td>
<td>sodding, grading, tree trimming, removals, stump grinding, limited clear &amp; grub</td>
<td>Nick Paff</td>
<td></td>
<td>59-3264264</td>
<td>6208 CALIFORNIA ST BROOKSVILLE, FL 34904</td>
<td>4/12/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>Patf Landscape, Inc.</td>
<td><a href="mailto:Deb.absolutetree@gmail.com">Deb.absolutetree@gmail.com</a>; <a href="mailto:Paff@bellsouth.net">Paff@bellsouth.net</a></td>
<td>352-796-6564</td>
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<td>Nick Paff</td>
<td></td>
<td>59-3264264</td>
<td>6208 CALIFORNIA ST BROOKSVILLE, FL 34904</td>
<td>4/12/2020</td>
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<td>Patf Landscape, Inc.</td>
<td><a href="mailto:Deb.absolutetree@gmail.com">Deb.absolutetree@gmail.com</a>; <a href="mailto:Paff@bellsouth.net">Paff@bellsouth.net</a></td>
<td>352-796-6564</td>
<td>sodding, grading, tree trimming, removals, stump grinding, limited clear &amp; grub</td>
<td>Nick Paff</td>
<td></td>
<td>59-3264264</td>
<td>6208 CALIFORNIA ST BROOKSVILLE, FL 34904</td>
<td>4/12/2020</td>
<td>Delivery/Read Receipts attached</td>
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<tr>
<td>Palmetto Prime of Tampa, Inc.</td>
<td><a href="mailto:kristal@palmettoprime.com">kristal@palmettoprime.com</a>; <a href="mailto:dispatch@palmettoprime.com">dispatch@palmettoprime.com</a></td>
<td>813-626-4387</td>
<td>prime and sand</td>
<td>Krystal handles Contracts, Brian and Shawn (estimating/scheduling)</td>
<td></td>
<td>59-3713204</td>
<td>5423 N 56TH STREET TAMPA, FL 33610</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
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<td>Parking Lot Striping Service Inc.</td>
<td><a href="mailto:hopeplastics@aol.com">hopeplastics@aol.com</a></td>
<td>813.520.1454</td>
<td>Sealing/Striping/Concrete/Roadway Base/ Asphal/ work, clearing / landscaping, irrigation / grubbing, Erosion Ctrl, Underground Utilities, Metal Signs</td>
<td>Lisa Dawson</td>
<td></td>
<td>26-8242384</td>
<td>3901 E. LAKE AVENUE TAMPA, FL 33610</td>
<td>4/13/2020</td>
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<tr>
<td>Vendor Name</td>
<td>Email Address</td>
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<td>SCOPEs of Work</td>
<td>Contact</td>
<td>Certifications</td>
<td>FEID</td>
<td>Address</td>
<td>Invites sent</td>
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<tr>
<td>Parking Lot Striping Service Inc.</td>
<td><a href="mailto:hopeplss@aol.com">hopeplss@aol.com</a></td>
<td>813-623-1454</td>
<td>Sealing/Striping/Concrete Roadway Base/Asphalt Work, Cleaning, Landscaping, Irrigation / grubbing, Erosion Ctrl, Underground Utilities, Metal Signs</td>
<td>Lisa Dawson</td>
<td></td>
<td>26-0324284</td>
<td>3901 E. LAKE AVENUE TAMPA, FL 33610</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
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<td>Parking Lot Striping Service Inc.</td>
<td><a href="mailto:hopeplss@aol.com">hopeplss@aol.com</a></td>
<td>813-623-1454</td>
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<td>Lisa Dawson</td>
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<td>Lisa Dawson</td>
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<td>26-0324284</td>
<td>3901 E. LAKE AVENUE TAMPA, FL 33610</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>Patriot Prime Inc</td>
<td><a href="mailto:CROD@patriotprimeinc.com">CROD@patriotprimeinc.com</a></td>
<td>813-730-7346</td>
<td>Prime/Tack, fog / chip seal</td>
<td>Cesar Rodriguez</td>
<td></td>
<td>82-4459056</td>
<td>108 Colson Rd Plant City FL 33567</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>Patriot Prime Inc</td>
<td><a href="mailto:CROD@patriotprimeinc.com">CROD@patriotprimeinc.com</a></td>
<td>813-730-7346</td>
<td>Prime/Tack, fog / chip seal</td>
<td>Cesar Rodriguez</td>
<td></td>
<td>82-4459056</td>
<td>108 Colson Rd Plant City FL 33567</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>PAVEMASTER ASPHALT PAVING, LLC</td>
<td><a href="mailto:noah@pavemasterfl.com">noah@pavemasterfl.com</a></td>
<td>813-871-7300</td>
<td>Milling Cleanup, seal coating, striping</td>
<td>Noah Stevens</td>
<td></td>
<td>83-0708817</td>
<td>9109 Symmes Rd Gibsonton FL 33334</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>PAVEMASTER ASPHALT PAVING, LLC</td>
<td><a href="mailto:noah@pavemasterfl.com">noah@pavemasterfl.com</a></td>
<td>813-871-7300</td>
<td>Milling Cleanup, seal coating, striping</td>
<td>Noah Stevens</td>
<td></td>
<td>83-0708817</td>
<td>9109 Symmes Rd Gibsonton FL 33334</td>
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<td>PAVEMASTER ASPHALT PAVING, LLC</td>
<td><a href="mailto:noah@pavemasterfl.com">noah@pavemasterfl.com</a></td>
<td>813-871-7300</td>
<td>Milling Cleanup, seal coating, striping</td>
<td>Noah Stevens</td>
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<td>83-0708817</td>
<td>9109 Symmes Rd Gibsonton FL 33334</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>Pavement Maintenance, LLC</td>
<td><a href="mailto:jward@pmiofortmyers.com">jward@pmiofortmyers.com</a>;</td>
<td>229-334-5700</td>
<td>Milling, paving, earthwork, demo, cocon,</td>
<td>Todd Weber, Joe Ward</td>
<td>No certs</td>
<td>45-4792573</td>
<td>1640 BENCHMARK AVE FT. MYERS, FL 33905</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>Pavement Maintenance, LLC</td>
<td><a href="mailto:estimating@pmiofortmyers.com">estimating@pmiofortmyers.com</a></td>
<td></td>
<td>Milling, paving, earthwork, demo, cocon,</td>
<td>Todd Weber, Joe Ward</td>
<td>No certs</td>
<td>45-4792573</td>
<td>1640 BENCHMARK AVE FT. MYERS, FL 33905</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
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<td>Pavement Maintenance, LLC</td>
<td><a href="mailto:jward@pmiofortmyers.com">jward@pmiofortmyers.com</a>;</td>
<td>229-334-5760</td>
<td>Milling, paving, earthwork, demo, cocon,</td>
<td>Todd Weber, Joe Ward</td>
<td>No certs</td>
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<td><a href="mailto:estimating@pmiofortmyers.com">estimating@pmiofortmyers.com</a></td>
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<td>Phone</td>
<td>SCOPES of Work</td>
<td>Contact</td>
<td>Certifications</td>
<td>FEID</td>
<td>Address</td>
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<tr>
<td>Pave-Rite, Inc.</td>
<td><a href="mailto:jeff@pavetriflorida.com">jeff@pavetriflorida.com</a></td>
<td>352-621-1600</td>
<td>ARML layer</td>
<td>Mike Delap</td>
<td></td>
<td>59-2992809</td>
<td>3411 W. CRIGGER CT. LECANTO, FL 33461</td>
<td>4/13/2020</td>
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<tr>
<td>Paveway Systems, Inc.</td>
<td><a href="mailto:s.hope@pavewayssystems.com">s.hope@pavewayssystems.com</a></td>
<td>813-236-8646</td>
<td>paving, Patterned Pavement</td>
<td>Scott Hope</td>
<td></td>
<td>27-4884505</td>
<td>114 Indian Lakes Ln Florida, FL 32140</td>
<td>4/13/2020</td>
<td></td>
</tr>
<tr>
<td>PowerCore, Inc.</td>
<td><a href="mailto:estimating@powercore.us">estimating@powercore.us</a>; <a href="mailto:acarrillo@powercore.us">acarrillo@powercore.us</a></td>
<td>321-263-1402</td>
<td>signals, lighting, cathodic protection, overhead diaphragm, sheet, tell booth &amp; gasket, ITS</td>
<td>Thomas Goldie</td>
<td></td>
<td>59-3146076</td>
<td>5101 W. EAU GALLIE BLVD MELBOURNE, FL 32904</td>
<td>4/13/2020</td>
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</tr>
<tr>
<td>PowerCore, Inc.</td>
<td><a href="mailto:estimating@powercore.us">estimating@powercore.us</a>; <a href="mailto:acarrillo@powercore.us">acarrillo@powercore.us</a></td>
<td>321-263-1402</td>
<td>signals, lighting, cathodic protection, overhead diaphragm, sheet, tell booth &amp; gasket, ITS</td>
<td>Thomas Goldie</td>
<td></td>
<td>59-3146076</td>
<td>5101 W. EAU GALLIE BLVD MELBOURNE, FL 32934</td>
<td>4/13/2020</td>
<td></td>
</tr>
<tr>
<td>Precision Approach, LLC</td>
<td><a href="mailto:srgreen@precisionapproach.org">srgreen@precisionapproach.org</a></td>
<td>706-485-7201</td>
<td>airport electrical, navigational aids</td>
<td>Stacey Green</td>
<td></td>
<td>81-0650486</td>
<td>874 Harmony Rd. Eatonton, GA 31024</td>
<td>4/13/2020</td>
<td></td>
</tr>
<tr>
<td>Preferred Materials, Inc.</td>
<td><a href="mailto:czampicen@preferredmaterials.com">czampicen@preferredmaterials.com</a></td>
<td>600-331-3375</td>
<td>concrete ready mix materials</td>
<td>Craig Sampiereni</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>PRO WAY PAVING SYSTEMS, LLC</td>
<td><a href="mailto:eblitz@prowaypaving.com">eblitz@prowaypaving.com</a></td>
<td>813-826-4444</td>
<td>grading, drainage, concrete</td>
<td>Eric Bltz</td>
<td></td>
<td>27-1417677</td>
<td>7001 Gibsonton Dr. Gibsonston, FL 33534</td>
<td>4/13/2020</td>
<td></td>
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<td>PRO WAY PAVING SYSTEMS, LLC</td>
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<td>Eric Bltz</td>
<td></td>
<td>27-1417677</td>
<td>7001 Gibsonton Dr. Gibsonston, FL 33534</td>
<td>4/13/2020</td>
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</tr>
<tr>
<td>Professional Concrete Services, Inc</td>
<td>professional.concrete@&lt;EMAIL&gt;</td>
<td>(727) 892-4864</td>
<td>Concrete and masonry</td>
<td>Tanjale Tolias</td>
<td></td>
<td>72-1579077</td>
<td>20511 1ST AVENUE NORTH ST PETERSBURG, FL 33713</td>
<td>4/13/2020</td>
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<tr>
<td>QGS Development</td>
<td><a href="mailto:hwoddy@qgsdevelopment.com">hwoddy@qgsdevelopment.com</a>;price @qgsdevelopment.com</td>
<td>813-634-3326</td>
<td>Underground utilities</td>
<td></td>
<td></td>
<td>59-2238851</td>
<td>1450 S Park Rd. Plant City, FL 33566</td>
<td>4/13/2020</td>
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</tr>
<tr>
<td>QGS Development</td>
<td><a href="mailto:hwoddy@qgsdevelopment.com">hwoddy@qgsdevelopment.com</a>;price @qgsdevelopment.com</td>
<td>813-634-3326</td>
<td>Grading, Sodding, Storm Drain</td>
<td></td>
<td></td>
<td>59-2238851</td>
<td>1450 S Park Rd. Plant City, FL 33566</td>
<td>4/13/2020</td>
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<td>Vendor Name</td>
<td>Email Address</td>
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<tr>
<td>QGS Development</td>
<td><a href="mailto:twood@qgsdevelopment.com">twood@qgsdevelopment.com</a>;</td>
<td>813-924-3326</td>
<td>Grading/Sodding/Storm Drain</td>
<td>Mike Nester</td>
<td></td>
<td>59-2233851</td>
<td>1450 S Park Rd, Plant City, FL 33566</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
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<tr>
<td>QGS Development</td>
<td><a href="mailto:pprice@qgsdevelopment.com">pprice@qgsdevelopment.com</a></td>
<td></td>
<td></td>
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<td></td>
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<td>4/09/2020</td>
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</tr>
<tr>
<td>R.H. Moore &amp; Associates, Inc.</td>
<td><a href="mailto:miles@rhmooreassociates.com">miles@rhmooreassociates.com</a></td>
<td>813-988-5200</td>
<td>soil stabilization, erosion control systems and barriers</td>
<td>Ana Angeles</td>
<td></td>
<td>59-1510491</td>
<td>7834 Depot Lane, Tampa, FL 33637</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>Raulerson and Son, Inc.</td>
<td><a href="mailto:ana@raulerson.co">ana@raulerson.co</a></td>
<td>813-986-3098</td>
<td>sodding, irrigation, landscape</td>
<td>Ana Angeles</td>
<td></td>
<td>59-1510491</td>
<td>10611 Raulerson Ranch Rd, Tampa, FL 33637</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
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<tr>
<td>ROADSAFE TRAFFIC SYSTEMS, INC.</td>
<td><a href="mailto:cmcgowan@roadsaferffic.com">cmcgowan@roadsaferffic.com</a></td>
<td>813-740-0468</td>
<td>RET, barricades</td>
<td>Cristi McGowan</td>
<td></td>
<td>59-1084148</td>
<td>1861 Massaro Blvd Tampa FL 33619</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
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<tr>
<td>Roadway Concepts</td>
<td><a href="mailto:jay.arnold@roadwayconcepts.com">jay.arnold@roadwayconcepts.com</a></td>
<td>813-874-3600</td>
<td>Truncated Domes / Detectable warnings</td>
<td>Gideon Fox</td>
<td></td>
<td>45-4206710</td>
<td>611 LeTourneau Circle Tampa, FL 33610</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
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<tr>
<td>Sabrina’s Trucking, LLC</td>
<td><a href="mailto:sabrinatrucking.smedley@gmail.com">sabrinatrucking.smedley@gmail.com</a></td>
<td>813-529-7210</td>
<td>Hauling / trucking</td>
<td>Nate Johnson</td>
<td></td>
<td>20-003765</td>
<td>607 Trixi Drive St. Petersburg, FL 33784</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
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<tr>
<td>Safety Contractors, Inc.</td>
<td><a href="mailto:info@safetycontractors.com">info@safetycontractors.com</a>;</td>
<td>904-365-6331</td>
<td>guard rails, handrails, signs</td>
<td>DBE</td>
<td></td>
<td>59-3063834</td>
<td>5307 WACISSA AVE JACKSONVILLE, FL 32254</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>Safety Contractors, Inc.</td>
<td><a href="mailto:joe@safecontractors.com">joe@safecontractors.com</a>;</td>
<td>904-365-6331</td>
<td>guard rails, handrails, signs</td>
<td>DBE</td>
<td></td>
<td>59-3063834</td>
<td>5307 WACISSA AVE JACKSONVILLE, FL 32254</td>
<td>4/09/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>Safety Contractors, Inc.</td>
<td><a href="mailto:dan@safetycontractors.com">dan@safetycontractors.com</a>;</td>
<td>904-365-6331</td>
<td>guard rails, handrails, signs</td>
<td>DBE</td>
<td></td>
<td>59-3063834</td>
<td>5307 WACISSA AVE JACKSONVILLE, FL 32254</td>
<td>4/09/2020</td>
<td>Delivery/Read Receipts attached</td>
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<tr>
<td>Seminole Precast</td>
<td><a href="mailto:LMason@seminoleprecast.com">LMason@seminoleprecast.com</a></td>
<td>386-662-7745</td>
<td>concrete precast</td>
<td>Lisa Mason</td>
<td></td>
<td>59-5798092</td>
<td>331 Benson Junction Road DeBary, FL 32713</td>
<td>4/13/2020</td>
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<tr>
<td>Vendor Name</td>
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<td>SCOPE of Work</td>
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<td>Invites sent</td>
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<tr>
<td>Seminole Precast Materials</td>
<td><a href="mailto:ruth@seminoleprecast.com">ruth@seminoleprecast.com</a></td>
<td>385-688-7745</td>
<td>concrete temp barrier wall</td>
<td>Ruth</td>
<td></td>
<td>59-37590562</td>
<td>331 Benson Junction Rd, DeBary, FL 32713</td>
<td>4/13/2020, 4/20/2020</td>
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</tr>
<tr>
<td>Southeastern Seating, Inc.</td>
<td><a href="mailto:mshankin@sesincfi.com">mshankin@sesincfi.com</a>; <a href="mailto:afrazier@sesincfi.com">afrazier@sesincfi.com</a></td>
<td>813-273-9858</td>
<td>guide rails, handrail</td>
<td>Missy Shankin Office Manager</td>
<td></td>
<td>59-3640537</td>
<td>903 E 17TH AVENUE TAMPA, FL 33605</td>
<td>4/13/2020, 4/20/2020</td>
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<tr>
<td>Southeastern Seating, Inc.</td>
<td><a href="mailto:mshankin@sesincfi.com">mshankin@sesincfi.com</a>; <a href="mailto:afrazier@sesincfi.com">afrazier@sesincfi.com</a></td>
<td>813-273-9858</td>
<td>guide rails, handrail</td>
<td>Missy Shankin Office Manager</td>
<td></td>
<td>59-3640537</td>
<td>903 E 17TH AVENUE TAMPA, FL 33605</td>
<td>4/13/2020, 4/20/2020</td>
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<tr>
<td>Southeastern Site Development, Inc.</td>
<td><a href="mailto:sessitedev@verizon.net">sessitedev@verizon.net</a></td>
<td>941.965.7483</td>
<td>utilities, storm, all site and base work, small paving</td>
<td>Scott Findlay Owner</td>
<td></td>
<td>59-0953570</td>
<td>7556 ARTEMUS CR SARASOTA, FL 34240</td>
<td>4/13/2020, 4/20/2020</td>
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<td><a href="mailto:sessitedev@verizon.net">sessitedev@verizon.net</a></td>
<td>941.965.7483</td>
<td>utilities, storm, all site and base work, small paving</td>
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<td></td>
<td>59-0953570</td>
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<td>utilities, storm, all site and base work, small paving</td>
<td>Scott Findlay Owner</td>
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<td>59-0953570</td>
<td>7556 ARTEMUS CR SARASOTA, FL 34240</td>
<td>4/13/2020, 4/20/2020</td>
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<tr>
<td>SOUTHERN LAND SERVICES OF SOUTHWEST FLORIDA, INC.</td>
<td><a href="mailto:info@southernlandsvc.com">info@southernlandsvc.com</a></td>
<td>813.949.0049</td>
<td>all fence Grasso Mowing</td>
<td>Kathy Burkholzky</td>
<td></td>
<td>94-3781212</td>
<td>119 Whitaker Rd, Lutz Fl 33549</td>
<td>4/13/2020, 4/20/2020</td>
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<tr>
<td>SOUTHERN LAND SERVICES OF SOUTHWEST FLORIDA, INC.</td>
<td><a href="mailto:info@southernlandsvc.com">info@southernlandsvc.com</a></td>
<td>813.949.0049</td>
<td>all fence Grasso Mowing</td>
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<td></td>
<td>94-3781212</td>
<td>119 Whitaker Rd, Lutz Fl 33549</td>
<td>4/13/2020, 4/20/2020</td>
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<tr>
<td>Southern Seal Technology, Inc.</td>
<td><a href="mailto:setestimasting@gmail.com">setestimasting@gmail.com</a>; <a href="mailto:jamiebast@yahoo.com">jamiebast@yahoo.com</a></td>
<td>385-719-8980</td>
<td>concrete saw/leal, clean &amp; seal joints (shoulder, roadway, bridge)</td>
<td>James Blankenship</td>
<td>SBE</td>
<td>90-0731511</td>
<td>768 NW CLUBVIEW CIRCLE LAKE CITY, FL 32285</td>
<td>4/13/2020, 4/20/2020</td>
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<tr>
<td>Southern Striping Solutions, LLC dba South Florida Milling</td>
<td><a href="mailto:estimating@collierpave.com">estimating@collierpave.com</a></td>
<td>(239) 591-5603</td>
<td>Milling, Asphalt, Sealcoating, Striping, Car Stops and RPM, Signage, ADA Mats and Bollards</td>
<td>Roxanne Dubé</td>
<td></td>
<td>6089 James Lane Naples, FL 34109</td>
<td>4/13/2020, 4/23/2020</td>
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<tr>
<td>Southern Striping Solutions, LLC dba South Florida Milling</td>
<td><a href="mailto:estimating@collierpave.com">estimating@collierpave.com</a></td>
<td>(239) 591-5603</td>
<td>Milling, Asphalt, Sealcoating, Striping, Car Stops and RPM, Signage, ADA Mats and Bollards</td>
<td>Roxanne Dubé</td>
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<td>4/13/2020, 4/20/2020</td>
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<td>Vendor Name</td>
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<td>SCOPES of Work</td>
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<td>Southwest Aggregates</td>
<td><a href="mailto:rockcrush@iac.com">rockcrush@iac.com</a></td>
<td>229-567-1800</td>
<td>Haul &amp; aggregate materials</td>
<td>Jim Nickly / Howard</td>
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<td>4/13/2020</td>
<td>Delivery Read Receipts attached</td>
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<tr>
<td>Spectrum Underground, Inc.</td>
<td><a href="mailto:estimating@spectrumunderground.com">estimating@spectrumunderground.com</a></td>
<td>941.342.6708</td>
<td>Underground utility, clearing, earthwork, demo, SW, storm, site conc work, stabilization, base work</td>
<td>Honda Sunquist</td>
<td>86-0669771</td>
<td></td>
<td>1876-B Barber Rd, Suite 200 Sarasota, FL 34240</td>
<td>4/13/2020</td>
<td>Delivery Read Receipts attached</td>
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<td>Spectrum Underground, Inc.</td>
<td><a href="mailto:estimating@spectrumunderground.com">estimating@spectrumunderground.com</a></td>
<td>941.342.6708</td>
<td>Underground utility, clearing, earthwork, demo, SW, storm, site conc work, stabilization, base work</td>
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<td>Underground utility, clearing, earthwork, demo, SW, storm, site conc work, stabilization, base work</td>
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<td>1876-B Barber Rd, Suite 200 Sarasota, FL 34240</td>
<td>4/13/2020</td>
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<td>STERLING SILVER SCAPE &amp; SOD, INC.</td>
<td><a href="mailto:estimating@sterlingsilverlandscaping.com">estimating@sterlingsilverlandscaping.com</a></td>
<td>407.945.3225</td>
<td>sodding, landscaping</td>
<td>Sterling Bake</td>
<td>59-3171150</td>
<td></td>
<td>2201 PARTIN SETTLEMENT ROAD KISSIMMEE, FL 34744</td>
<td>4/13/2020</td>
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<td>Suncoast Paving, Inc.</td>
<td><a href="mailto:estimating@suncoastpaving.com">estimating@suncoastpaving.com</a></td>
<td>727.538.2411</td>
<td>paving</td>
<td>Bill Comm/Voe Martin</td>
<td>59-1310833</td>
<td></td>
<td>800 ANCLOTE ROAD TARPON SPRINGS, FL 34689</td>
<td>4/13/2020</td>
<td>Delivery Read Receipts attached</td>
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<td>SUPERIOR ROADWAY SERVICES LLC</td>
<td><a href="mailto:srsgene@cfir.com">srsgene@cfir.com</a></td>
<td>407-654-6407</td>
<td>Milling &amp; milling cleanup</td>
<td>George Smith New Contact</td>
<td>551 OCREE APOPKA ROAD OCREE FLORIDA 34761</td>
<td>4/13/2020</td>
<td>Delivery Read Receipts attached</td>
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<td>4/13/2020</td>
<td>Delivery Read Receipts attached</td>
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<tr>
<td>T. Disney Trucking &amp; Grading, Inc.</td>
<td><a href="mailto:stephen.disney@disneytrucking.com">stephen.disney@disneytrucking.com</a></td>
<td>229-567-1111</td>
<td>Hauling / trucking</td>
<td>Stephen Disney</td>
<td>30-279806</td>
<td></td>
<td>6324 US HWY 301 S RIVERVIEW, FL 33787</td>
<td>4/13/2020</td>
<td>Delivery Read Receipts attached</td>
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<tr>
<td>The Miller Group</td>
<td><a href="mailto:John.safram@millergroup.ca">John.safram@millergroup.ca</a>; F <a href="mailto:Felix.polanco@millergroup.ca">Felix.polanco@millergroup.ca</a></td>
<td>770-568-5100</td>
<td>milling (mini-planers to full lane mills), micro-milling, reclaimers and cement spreaders for reclamation work</td>
<td>Joe Vail</td>
<td>1715 Nolan Court Morrow, Georgia 30260</td>
<td>4/13/2020</td>
<td>Delivery Read Receipts attached</td>
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<tr>
<td>The Miller Group</td>
<td><a href="mailto:John.safram@millergroup.ca">John.safram@millergroup.ca</a>; F <a href="mailto:Felix.polanco@millergroup.ca">Felix.polanco@millergroup.ca</a></td>
<td>770-568-5100</td>
<td>milling (mini-planers to full lane mills), micro-milling, reclaimers and cement spreaders for reclamation work</td>
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<td>4/13/2020</td>
<td>Delivery Read Receipts attached</td>
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<tr>
<td>THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC.</td>
<td><a href="mailto:dotesimulating@file-inc.com">dotesimulating@file-inc.com</a>; <a href="mailto:Steven.Sheffield@Fie-inc.com">Steven.Sheffield@Fie-inc.com</a></td>
<td>407 331.1551</td>
<td>signals, lighting, signing (overhead cantilever and tube), ITS</td>
<td>Steven Sheffield</td>
<td>DOT 20-2859491</td>
<td></td>
<td>291 Specialty Point, Sanford, FL 32771</td>
<td>4/13/2020</td>
<td>Delivery Read Receipts attached</td>
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<tr>
<td>Vendor Name</td>
<td>Email Address</td>
<td>Phone</td>
<td>SCOPES of Work</td>
<td>Contact</td>
<td>Certifications</td>
<td>FEID</td>
<td>Address</td>
<td>Type of Ownership</td>
<td>Address</td>
</tr>
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</tr>
<tr>
<td>Thompkins Contracting, Inc.</td>
<td><a href="mailto:jason@thompkinscontracting.com">jason@thompkinscontracting.com</a></td>
<td>239-303-0648</td>
<td>Grading/Drainage/Concrete</td>
<td>John Farnan Estimator, Jason Powers Estimator Cell 239-209-7359, Mary Thompkins Owner</td>
<td>56-2337348</td>
<td>3507 Lee Blvd Ste 212 Lehigh Acres, FL 33971</td>
<td>4/12/2020</td>
<td>4/20/2020</td>
<td>Delivery/Read Receipts attached</td>
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<td>4/13/2020</td>
<td>4/20/2020</td>
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</tr>
<tr>
<td>Tinker Concrete Construction, Inc.</td>
<td><a href="mailto:hunter@tinkercementco.com">hunter@tinkercementco.com</a></td>
<td>239-267-7786</td>
<td>Site work concrete (sidewalk, curbing, CIP wall, drainage CIP)</td>
<td>Hunter Laud and Chad Morgan Estimators</td>
<td>59-2570133</td>
<td>16900 Gator Rd. Fort Myers, FL 33912</td>
<td>4/13/2020</td>
<td>4/20/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>Traffic Control Devices, Inc.</td>
<td><a href="mailto:r.rebert@tcd-usa.com">r.rebert@tcd-usa.com</a></td>
<td>407.860.5300</td>
<td>Signalization, roadway signs, overhead struc, roadway lighting, ITS</td>
<td>Rob Rebert</td>
<td>59-1858864</td>
<td>242 N WESTMONTE DRIVE ALTAMONTE SPRINGS, FL 32714</td>
<td>4/13/2020</td>
<td>4/20/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>Traffic Control Devices, Inc.</td>
<td><a href="mailto:r.rebert@tcd-usa.com">r.rebert@tcd-usa.com</a></td>
<td>407.865.5300</td>
<td>Signalization, roadway signs, overhead struc, roadway lighting, ITS</td>
<td>Rob Rebert</td>
<td>59-1858864</td>
<td>242 N WESTMONTE DRIVE ALTAMONTE SPRINGS, FL 32714</td>
<td>4/13/2020</td>
<td>4/20/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>Traffic Control Products of Florida Tampa office</td>
<td><a href="mailto:estimate@trafficcontrolproducts.org">estimate@trafficcontrolproducts.org</a></td>
<td>813.621.8484</td>
<td>Stripping, signs, MOT, HR, mailboxes, barrier wall and signals</td>
<td>Jessica Solomon</td>
<td>59-2582822</td>
<td>5514 CARMACK ROAD TAMPA, FL 33610</td>
<td>4/13/2020</td>
<td>4/20/2020</td>
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<td>4/13/2020</td>
<td>4/20/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>Triple J Grassing, LLC</td>
<td>J <a href="mailto:Rivera@TripleJInc.com">Rivera@TripleJInc.com</a></td>
<td>239-337-2177</td>
<td>sodding, hydroseeding, seed and mulch</td>
<td>Julio Rivas</td>
<td>65-1099043</td>
<td>2380 PRINCE STREET FORT MYERS, FL 33916</td>
<td>4/13/2020</td>
<td>4/20/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>TRP Construction Group</td>
<td><a href="mailto:mcrampton@trafficconnectionsfl.com">mcrampton@trafficconnectionsfl.com</a>; <a href="mailto:buck@aspni.net">buck@aspni.net</a></td>
<td>351.905.3344</td>
<td>Stripping</td>
<td>Buck Adams</td>
<td>4/13/2020</td>
<td>4/20/2020</td>
<td>Delivery/Read Receipts attached</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor Name</td>
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<td>Contact</td>
<td>Certifications</td>
<td>FEID</td>
<td>Address</td>
<td>Invites sent</td>
<td>Notes</td>
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</tr>
<tr>
<td>TRUE LINE CORING &amp; CUTTING OF TAMPA, INC.</td>
<td>bent@true Linemail.com</td>
<td>813.865.4401</td>
<td>concrete sawing, core</td>
<td>Ben Hahn</td>
<td></td>
<td>59-3098370</td>
<td>3919 W. SOUTH AVE TAMPA, FL 33614</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>TICS, INC.</td>
<td><a href="mailto:cbabas@ticsengineering.com">cbabas@ticsengineering.com</a></td>
<td>813.871.2900</td>
<td>QC Soil, earth work insp, conc insp, asphalt insp,</td>
<td>Chris Babas</td>
<td>H M</td>
<td>45-1844430</td>
<td>1212 N 39TH STREET, SUITE 400 TAMPA, FL 33605</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>TURTLE SOUTHEAST, LLC</td>
<td><a href="mailto:Estimating@turtlese.com">Estimating@turtlese.com</a></td>
<td>727.518.0882</td>
<td>milling, clearing and grubbing (asphalt removal)</td>
<td>Ryan Lee</td>
<td></td>
<td>82-6457366</td>
<td>1675 12TH ST SE LARGO, FL 33771</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>United Signs and Signals Inc.</td>
<td><a href="mailto:estimator@ussfi.com">estimator@ussfi.com</a></td>
<td>352.742.1904</td>
<td>signals, signage, lighting, ITS</td>
<td>Michael Mott</td>
<td></td>
<td>59-3350649</td>
<td>28248 CR 561 TAVARES, FL 32776</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
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<td>United Signs and Signals Inc.</td>
<td><a href="mailto:estimator@ussfi.com">estimator@ussfi.com</a></td>
<td>352.742.1904</td>
<td>signals, signage, lighting, ITS</td>
<td>Michael Mott</td>
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<td>59-3350649</td>
<td>28248 CR 561 TAVARES, FL 32776</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>Universal Engineering Sciences, Inc.</td>
<td><a href="mailto:durman@universalengineering.com">durman@universalengineering.com</a></td>
<td>239.995-1997</td>
<td>QC Soil Testing</td>
<td>David Uman</td>
<td></td>
<td>59-1117804</td>
<td>9802 Palms River Rd, Tampa, FL 33619</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>Universal Engineering Sciences, Inc.</td>
<td><a href="mailto:rebner@universalengineering.com">rebner@universalengineering.com</a></td>
<td>813.740.8806</td>
<td>QC Soil Testing</td>
<td>Rachel Ebner</td>
<td></td>
<td>59-1117804</td>
<td>1200 44TH AVE. EAST BRADENTON, FL 34203</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>USA Fence Company</td>
<td><a href="mailto:usafence@yahoo.com">usafence@yahoo.com</a></td>
<td>941.758.5727</td>
<td>fences</td>
<td>Rich Gross</td>
<td></td>
<td>59-1702108</td>
<td>1200 44TH AVE. EAST BRADENTON, FL 34203</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
</tr>
<tr>
<td>V &amp; H Construction, Inc.</td>
<td><a href="mailto:vhiinfo@vhconstruction.net">vhiinfo@vhconstruction.net</a></td>
<td>239.989.7633</td>
<td>Drainage, grading, grassing, seeding/hodding, sidewalk</td>
<td>Rade Vukilja</td>
<td></td>
<td>47-4451572</td>
<td>6385 Presidential Ct. Ste 202 Fort Myers, FL 33919</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
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<td>V &amp; H Construction, Inc.</td>
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<td>Drainage, grading, grassing, seeding/hodding, sidewalk</td>
<td>Rade Vukilja</td>
<td></td>
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<td>47-4451572</td>
<td>6385 Presidential Ct. Ste 202 Fort Myers, FL 33919</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
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<tr>
<td>VacVision, A Vortex Company</td>
<td><a href="mailto:bernoese@vavision.com">bernoese@vavision.com</a>; <a href="mailto:Bperber@vortexcompanies.com">Bperber@vortexcompanies.com</a></td>
<td>813.626.0700</td>
<td>Destilling, Pipe Liner &amp; Chemical Grout, piper,</td>
<td>Ben Roese VP, Brandon Gerber estimator</td>
<td></td>
<td>10200 US Hwy 92 E., Tampa FL 3610</td>
<td>4/13/2020</td>
<td>Delivery/Read Receipts attached</td>
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</tr>
<tr>
<td>Vendor Name</td>
<td>Email Address</td>
<td>Phone</td>
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<tr>
<td>VacVision, A Vortex Company</td>
<td><a href="mailto:benroese@vac-vision.com">benroese@vac-vision.com</a>; <a href="mailto:bgerber@vortexcompanies.com">bgerber@vortexcompanies.com</a></td>
<td>813-829-0700</td>
<td>Distilling, Pipe Liker &amp; Chemical Grout pipes, CCM, manhole rehab, pipe inspect, clean storm &amp; sewer gravity</td>
<td>Bon Rosse VP, Brandon Gerber estimator</td>
<td></td>
<td></td>
<td>10200 US Hwy 92 E, Tampa FL, 33610</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>West Florida Fence</td>
<td><a href="mailto:robert@westfloridafence.com">robert@westfloridafence.com</a></td>
<td>813-251-5883</td>
<td>Fence and gate, temp construct fence and gate, electric oper gates, security access control</td>
<td>Robert Lastra</td>
<td></td>
<td></td>
<td>CM 5601 N 56th St, Tampa, FL 33610</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>Wyatt Construction and Boring, Inc.</td>
<td><a href="mailto:wyattconstr@gmail.com">wyattconstr@gmail.com</a></td>
<td>352-840-0861</td>
<td>Trenchless directional boring</td>
<td>Jason Rigo</td>
<td>None</td>
<td>82-0055969</td>
<td>4269 N.W, 44th Avenue Ste. B Ocala, FL 34482</td>
<td>4/13/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>CCR</td>
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<td>941-796-0977</td>
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<td>4/13/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>Bay Mulch</td>
<td><a href="mailto:baymulch@gmail.com">baymulch@gmail.com</a></td>
<td>813-899-1240</td>
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<td>4/13/2020 Delivery/Read Receipts attached</td>
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<tr>
<td>CSA environmental</td>
<td><a href="mailto:CSAlandclearing@aol.com">CSAlandclearing@aol.com</a></td>
<td>239-543-8010</td>
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<td>4/13/2020 Delivery/Read Receipts attached</td>
<td></td>
</tr>
</tbody>
</table>
INVITATION TO BID

Date: April 13, 2020         From: Jacob Unger    Office: 813-901-4771
                                      Cell: 941-302-6371

Project: RFB# 20-34-MMW Rehabilitation of Taxiways A, F, & G2 Southwest FL International Airport Fort Myers, FL

Bids: 4/30/2020

Preferred Materials, Inc. requests quotes from State Disadvantage Business Enterprises (DBE) as well as other subcontractors for Clearing & Grubbing, Demolition, Milling/ Milling cleanup, Erosion Control, M.O.T. Airfield, Grading & Excavation, Drainage, Concrete, Lighting, Electrical, Airfield Pavement Marking, Chip Seal, Sodding and Trucking/Haul, for FB# 20-34-MMW Rehabilitation of Taxiways A,F, & G2 Southwest Florida international Airport in Fort Myers, FL. Efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for review of all current contract documents, to include any addenda that may be issued, with his/her submission of a quote.

http://ftp.crhna.com/ThinClient/WTM/public/#/main
Username: tampaestimating@preferredmaterials.com
Password: preferred
Folder: 4-APRIL-2020
A partial listing of the job scope includes:

- Maintenance of Traffic
- Milling-Milling Cleanup
- Hauling
- Grout injection pipe installation
- Subsurface pressure grouting
- Survey
- Electrical lighting/ITS
- Thermo
- Grading-subgrade/Limerock
- Crack sealing
- Sod
- Excavation

We request bids be submitted by: 4/24/20 prior to NOON

Please advise ASAP of your intent to send us a quote via email to jacob.unger@preferredmaterials.com

In addition for future Invitations to Bid, please notify us of your current email address.

Please do not hesitate to contact Jacob Unger (jacob.unger@preferredmaterials.com) should you have any further questions. Thank you!

Safety First Always
Hibbard, Susan (Preferred Materials)

From: administrator@filhydroseed.com
Sent: Monday, April 13, 2020 7:00 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you are expecting this email and know the contents are safe. ATTENTION: Ce courriel vient de l'extérieur de l'entreprise. Ne cliquez pas sur les liens, et n'ouvrez pas les pièces jointes, à moins que vous ne connaissez l'expéditeur du courriel et savez que le contenu est sécuritaire.
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Hibbard, Susan (Preferred Materials)

From: postmaster@TripleJInc.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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From: postmaster@NETORGFT2138923.onmicrosoft.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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To: Hibbard, Susan (Preferred Materials)
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Hibbard, Susan (Preferred Materials)

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Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@SafetyContractors.onmicrosoft.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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<table>
<thead>
<tr>
<th>From:</th>
<th><a href="mailto:postmaster@turtlese.com">postmaster@turtlese.com</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sent:</td>
<td>Monday, April 13, 2020 7:02 AM</td>
</tr>
<tr>
<td>To:</td>
<td>Hibbard, Susan (Preferred Materials)</td>
</tr>
<tr>
<td>Subject:</td>
<td>[EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, &amp; G2 # 20-34 MMW</td>
</tr>
<tr>
<td>Attachments:</td>
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From: postmaster@turtlese.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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From: postmaster@turtlese.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: postmaster@leosod.net
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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From: postmaster@NETORGFT3449180.onmicrosoft.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@NETORG3914999.onmicrosoft.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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From: postmaster@highwaysafetydevices.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@turtlese.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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From: postmaster@leosod.net
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 
20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 
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From: postmaster@SafetyContractors.onmicrosoft.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@bradanna.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@leosod.net
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@frederickderrcompany.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@collierpave.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@collierpave.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: Microsoft Outlook
To: Unger, Jacob (Preferred Materials)
Sent: Monday, April 13, 2020 7:02 AM
Subject: Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Your message has been delivered to the following recipients:

Unger, Jacob (Preferred Materials) (Jacob.Unger@preferredmaterials.com)

Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

ITB Lee County
Port Authority...
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Hibbard, Susan (Preferred Materials)

From: Melissa Wendel <mmwendel@flylcpa.com>
Sent: Tuesday, April 14, 2020 8:48 AM
To: Hibbard, Susan (Preferred Materials)
Subject: Read: RE: [EXT] Re: RFB 20-34MMW Rehab of Taxiways A, F, & G2 SW Florida International Airport
Attachments: Read: RE: [EXT] Re: RFB 20-34MMW Rehab of Taxiways A, F, & G2 SW Florida International Airport

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From: Julio Rivas <JRivas@TripleJInc.com>
Sent: Monday, April 13, 2020 10:33 AM
To: Hibbard, Susan (Preferred Materials)
Subject: Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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From: Alex DeMarco <alex@collierpave.com>
Sent: Monday, April 13, 2020 10:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Importance: High

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<table>
<thead>
<tr>
<th>From:</th>
<th>Alex DeMarco <a href="mailto:alex@collierpave.com">alex@collierpave.com</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sent:</td>
<td>Monday, April 13, 2020 10:02 AM</td>
</tr>
<tr>
<td>To:</td>
<td>Hibbard, Susan (Preferred Materials)</td>
</tr>
<tr>
<td>Subject:</td>
<td>[EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, &amp; G2 # 20-34 MMW</td>
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<td>Attachments:</td>
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<td>Importance:</td>
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Hibbard, Susan (Preferred Materials)

From: Sherry Schatz <sherry@leosod.net>
Sent: Monday, April 13, 2020 9:06 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Tony Hamilton <tonyh@ehcconstruction.com>
Sent: Monday, April 13, 2020 8:54 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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**Hibbard, Susan (Preferred Materials)**

<table>
<thead>
<tr>
<th>From:</th>
<th>Larry Woody <a href="mailto:lwoody@qgsdevelopment.com">lwoody@qgsdevelopment.com</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sent:</td>
<td>Monday, April 13, 2020 8:52 AM</td>
</tr>
<tr>
<td>To:</td>
<td>Hibbard, Susan (Preferred Materials)</td>
</tr>
<tr>
<td>Subject:</td>
<td>[EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, &amp; G2 # 20-34 MMW</td>
</tr>
<tr>
<td>Attachments:</td>
<td>[EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, &amp; G2 # 20-34 MMW</td>
</tr>
<tr>
<td>Importance:</td>
<td>High</td>
</tr>
</tbody>
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Hibbard, Susan (Preferred Materials)

From: Estimating <estimating@collierpave.com>
Sent: Monday, April 13, 2020 8:40 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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From: Brandon Gerber <Bgerber@vortexcompanies.com>
Sent: Monday, April 13, 2020 8:35 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: [EXTERNAL] ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: [EXTERNAL] ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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From: Wendy A. Gross <W.Gross@turtlese.com>
Sent: Monday, April 13, 2020 8:19 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT]   Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT]   Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Ryan Lee <r.lee@turtlese.com>
Sent: Monday, April 13, 2020 8:06 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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From: Alben Santana <asantana@cdeflorida.com>  
Sent: Monday, April 13, 2020 8:06 AM  
To: Hibbard, Susan (Preferred Materials)  
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW  
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW  
Importance: High

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From: John DeMartino <jdemartino@ejbreneman.com>
Sent: Monday, April 13, 2020 7:56 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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From: Rachel Ebner <rebner@universalseengineering.com>
Sent: Monday, April 13, 2020 7:51 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Importance: High

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From: John Simms <JSimms@acmebarricades.com>
Sent: Monday, April 13, 2020 7:34 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Ben Roese <benroese@vortexcompanies.com>
Sent: Monday, April 13, 2020 7:30 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Importance: High

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Your message

To: Unger, Jacob (Preferred Materials)
Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Sent: Monday, April 13, 2020 7:01:42 AM (UTC-05:00) Eastern Time (US & Canada)

was read on Monday, April 13, 2020 7:30:16 AM (UTC-05:00) Eastern Time (US & Canada).
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From: terry@beutility.com
Sent: Monday, April 13, 2020 7:11 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Brian Bortell <bortell@mill-it.com>
Sent: Monday, April 13, 2020 7:06 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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From: Melissa Wandel <mmwendel@flylcpa.com>
Sent: Friday, April 10, 2020 5:06 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: RFB 20-34MMW Rehab of Taxiways A, F, & G2 SW Florida International Airport
Attachments: [EXT] Read: RFB 20-34MMW Rehab of Taxiways A, F, & G2 SW Florida International Airport

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Hi

Thank you for the opportunity, however, at this time we are unable to bid on this project.

We appreciate your consideration, and look forward to working with you in the future.

Thank You

Ross

Estimating Coordinator
estimating@cdlsite.com
Complete Development, Inc
PO BOX 450
Thonotosassa, FL 33592
(813) 986-2901
www.completedevelopment.com

From: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Sent: Monday, April 13, 2020 7:02 AM
To: Unger, Jacob (Preferred Materials) <Jacob.Unger@preferredmaterials.com>
Cc: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

Please see attached ITB FOR LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DBE’s closer to bid date.

Preferred Materials, Inc. requests quotes from State Disadvantage Business Enterprises (DBE) as well as other subcontractors for Clearing & Grubbing, Demolition, Milling/Milling cleanup, Erosion Control, M.O.T. Airfield, Grading & Excavation, Drainage, Concrete, Lighting, Electrical, Airfield Pavement Marking, Chip Seal, Sodding and Trucking/Haul, for FB# 20-34-MMW Rehabilitation of Taxiways A,F, & G2 Southwest Florida international Airport in Fort Myers, FL. Efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for
review of all current contract documents, to include any addenda that may be issued, with his/her submission of a quote.

http://ftp.crhna.com/ThinClient/WTM/public/#/main
Username: tampaestimating@preferredmaterials.com
Password: preferred
Folder: 4-APRIL-2020

Susan Hibbard
Contracts/Estimating Assistant

Preferred Materials, Inc.
A CRH COMPANY
5701 E. Hillsborough Avenue, Suite 1122
Tampa, Florida 33610

O +1 (813) 612 5740
D +1 (813) 901 4763
F +1 (813) 664 8526
E susan.hibbard@preferredmaterials.com

www.preferredmaterials.com

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Hibbard, Susan (Preferred Materials)

From: BCS Estimating <estimating@busseyconstruction.com>
Sent: Tuesday, April 14, 2020 7:06 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] RE: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

No Bid

From: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Sent: Monday, April 13, 2020 7:02 AM
To: Unger, Jacob (Preferred Materials) <Jacob.Unger@preferredmaterials.com>
Cc: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Preferred Materials, Inc.
A CRH COMPANY,
5701 E. Hillsborough Avenue, Suite 1122
Tampa, Florida 33610

O +1 (813) 612 5740
D +1 (813) 901 4753
F +1 (813) 664 8526
E susan.hibbard@preferredmaterials.com
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Good Afternoon,

Thank you for sending this over to us, however we will not be bidding on this project.

But please keep us in mind for future projects in our region.

Once again, thank you and have a great day!

JT Tozzolina

Cell: 239-207-1524

Office: 239-226-1310

12960 Commerce Lakes Dr. Suite 12
Fort Myers, Florida
33913

Please see attached ITB FOR LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DBE's closer to bid date.

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Susan Hibbard

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5701 E. Hillsborough Avenue, Suite 1122

Tampa, Florida 33610

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D +1 (813) 901 4763

F +1 (813) 664 8526

E susan.hibbard@preferredmaterials.com

www.preferredmaterials.com
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Hibbard, Susan (Preferred Materials)

From: SST Estimating <sstestimating@gmail.com>
Sent: Monday, April 13, 2020 2:03 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Re: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Susan,

Thank you for the ITB but we will not be bidding on this project at this time.

** Please do not send any emails to southernsealtech@yahoo.com. We no longer use this email address. **

Thank You,
SST Estimating Team
SBE Certified
386-719-8980 (P)
386-758-1894 (F)

Virus-free. www.avg.com

On Mon, Apr 13, 2020 at 7:01 AM Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com> wrote:

Please see attached ITB FOR LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DBE’s closer to bid date.

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D +1 (813) 901 4763
F +1 (813) 664 8526
E susan.hibbard@preferredmaterials.com

www.preferredmaterials.com

Virus-free. www.avg.com

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Afternoon James, They are referring to it as grout injection pipe installation, not sure if this will fall in your line of work or not. Attached is a list of the pay items for the project as well. Please let us know if you have any additional questions.

Thanks,

Jacob Unger
Estimating Manager
Southwest FL Region
Asphalt Division

Preferred Materials, Inc.
A CRH COMPANY
5701 E. Hillsborough Avenue, Suite 1122
Tampa, Florida 33610

C +1 (941) 302-6371
O +1 (813) 612 5740
D +1 (813) 901 4771
F +1 (813) 664 8526
E jacob.unger@preferredmaterials.com

www.preferredmaterials.com

I have copied in the estimator, Jacob Unger, for a response to your question.
Thank you
Good Morning Susan,
Please advise if cured in place pipe rehabilitation is a part of this project?
Best Regards,

James Tilli
Chief Estimator
Lanzo Corporation

Please see attached ITB FOR LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DBE’s closer to bid date.

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Username: tampaestimating@preferredmaterials.com
Password: preferred
Folder: 4-APRIL-2020

Susan Hibbard
Contracts/Estimating Assistant

Preferred Materials, Inc.
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5701 E. Hillsborough Avenue, Suite 1122
Tampa, Florida 33610

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D +1 (813) 901 4763
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Hibbard, Susan (Preferred Materials)

From: Brandon Gerber <Bgerber@vortexcompanies.com>
Sent: Monday, April 13, 2020 12:36 PM
To: Hibbard, Susan (Preferred Materials); Unger, Jacob (Preferred Materials)
Cc: Justin James; Ben Roese; Catherine Corrigan; Bhaumi Chaurasia; Brent Lummus; Yamileth Martinez
Subject: [EXT] RE: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: Bid Items FL Fort Myers Taxiways A, F, G.pdf

Susan

Thank you for reaching out to us on this project.

I reviewed the bid items and the only thing that we saw was the two grouting items below. We forwarded it to Justin at Basic Engineering (and cc'd him on this email) Justin, see below.

I am sure he would be happy to provide you with pricing.

Thanks!

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>TECH. SPEC.</th>
<th>ITEM DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 **</td>
<td>M-107-1</td>
<td>GROUT INJECTION PIPE INSTALLATION</td>
</tr>
<tr>
<td>2 **</td>
<td>M-107-2</td>
<td>SUBSURFACE PRESSURE GROUTING</td>
</tr>
</tbody>
</table>

Brandon Gerber | Chief Estimator
Vortex Services | M 813.326.8928

From: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Sent: Monday, April 13, 2020 7:02 AM
To: Unger, Jacob (Preferred Materials) <Jacob.Unger@preferredmaterials.com>
Cc: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Subject: [EXTERNAL] ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Username: tampaestimating@preferredmaterials.com
Password: preferred
Folder: 4-APRIL-2020

Susan Hibbard
Contracts/Estimating Assistant

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Tampa, Florida 33610

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E susan.hibbard@preferredmaterials.com

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Good Morning,

I have received your request for a quote and once prepared, we will send it to you. Should you have any addendums for this project or any future ITB’s, please be sure to forward them to estimate@trafficcontrolproducts.org.

Thank you very much for reaching out to Traffic Control Products for your project needs. We are honored to have the opportunity to provide a quote to you!

Jessica Solomon
Traffic Control Products of Florida, Inc.
5514 Carmack Road, Tampa, Florida 33610
813-621-8484 (x119) Fax: 813-621-4611
estimate@trafficcontrolproducts.org

TCP is a WBE for the city of Tampa and DBE for FDOT in Concrete Barrier Wall and Highway Signing.

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Susan Hibbard  
Contracts/Estimating Assistant

Preferred Materials, Inc.  
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D +1 (813) 901 4763  
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E susan.hibbard@preferredmaterials.com

www.preferredmaterials.com

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Hibbard, Susan (Preferred Materials)

From: Hibbard, Susan (Preferred Materials)
Sent: Monday, April 13, 2020 9:03 AM
To: James Tilli
Cc: Unger, Jacob (Preferred Materials)
Subject: RE: [EXT] RE: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

I have copied in the estimator, Jacob Unger, for a response to your question.

Thank you

Susan Hibbard
Contracts/Estimating Assistant

Preferred Materials, Inc.
A CRH COMPANY
5701 E. Hillsborough Avenue, Suite 1122
Tampa, Florida 33610

O +1 (813) 612 5740
D +1 (813) 901 4763
F +1 (813) 664 8526
E susan.hibbard@preferredmaterials.com

www.preferredmaterials.com

From: James Tilli <JamesT@Lanzo.org>
Sent: Monday, April 13, 2020 8:18 AM
To: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Subject: [EXT] RE: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Good Morning Susan,

Please advise if cured in place pipe rehabilitation is a part of this project?

Best Regards,

James Tilli
Chief Estimator
Lanzo Corporation

From: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Sent: Monday, April 13, 2020 7:02 AM
To: Unger, Jacob (Preferred Materials) <Jacob.Unger@preferredmaterials.com>
Cc: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Susan Hibbard
Contracts/Estimating Assistant

Preferred Materials, Inc.
A CRH COMPANY
5701 E. Hillsborough Avenue, Suite 1122
Tampa, Florida 33610

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D +1 (813) 901 4763
F +1 (813) 664 8526
E susan.hibbard@preferredmaterials.com

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Hibbard, Susan (Preferred Materials)

From: James Tilli <JamesT@Lanzo.org>
Sent: Monday, April 13, 2020 8:18 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] RE: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Good Morning Susan,
Please advise if cured in place pipe rehabilitation is a part of this project?
Best Regards,

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Chief Estimator
Lanzo Corporation

From: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Sent: Monday, April 13, 2020 7:02 AM
To: Unger, Jacob (Preferred Materials) <Jacob.Unger@preferredmaterials.com>
Cc: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Susan Hibbard
Contracts/Estimating Assistant

Preferred Materials, Inc.
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INVITATION TO BID

Date: April 20, 2020  From: Jacob Unger  Office: 813-901-4771
              Cell: 941-302-6371

Project: RFB# 20-34-MMW Rehabilitation of Taxiways A, F, & G2 Southwest
          FL International Airport Fort Myers, FL

Bids: 4/30/2020

Preferred Materials, Inc. requests quotes from State Disadvantage Business
Enterprises (DBE) as well as other subcontractors for Clearing & Grubbing,
Demolition, Milling/ Milling cleanup, Erosion Control, M.O.T. Airfield, Grading &
Excavation, Drainage, Concrete, Lighting, Electrical, Airfield Pavement Marking,
Chip Seal, Sodding and Trucking/Haul, for FB# 20-34-MMW Rehabilitation of
Taxiways A,F, & G2 Southwest Florida international Airport in Fort Myers, FL.
Efforts to assist interested DBE's in obtaining bonding, lines of credit, or
insurance will be provided if needed. Letters of Commitment will be required. For
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Preferred Materials FTP site. Contractor assumes full responsibility for review of
all current contract documents, to include any addenda that may be issued, with
his/her submission of a quote.

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A partial listing of the job scope includes:

- Maintenance of Traffic
- Milling-Milling Cleanup
- Hauling
- Grout injection pipe installation
- Subsurface pressure grouting
- Survey
- Electrical lighting/ITS
- Thermo
- Grading-subgrade/Limerock
- Crack sealing
- Sod
- Excavation

**We request bids be submitted by: 4/24/20 prior to NOON**

Please advise ASAP of your intent to send us a quote via email to jacob.unger@preferredmaterials.com

**In addition for future Invitations to Bid, please notify us of your current email address.**

Please do not hesitate to contact Jacob Unger (jacob.unger@preferredmaterials.com) should you have any further questions. Thank you!

**Safety First, Always**
Please see below and if you haven't already responded, please advise us as to whether you will be providing a quote at your earliest convenience.

Respectfully,

Susan Hibbard
Contracts/Estimating Assistant
Preferred Materials, Inc.

From: Hibbard, Susan (Preferred Materials)
Sent: Monday, April 13, 2020 7:02 AM
To: Unger, Jacob (Preferred Materials) <Jacob.Unger@preferredmaterials.com>
Cc: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Susan Hibbard
Contracts/Estimating Assistant
2nd Request FW: ITB Lee County Port Authority Ft Myers Taxway Rehab A, F, & G2 # 20-34 MMW

Please see below and if you haven’t already responded, please advise us as to whether you will be providing a quote at your earliest convenience.

Thank you for your prompt attention to this request.

Respectfully,

Susan Hibbard
Contact/Estimating Assistant
Preferred Materials, Inc.

From: Hibbard, Susan (Preferred Materials)
Sent: Monday, April 13, 2020 7:02 AM
To: Urges, Jacob (Preferred Materials)<jacob.urges@preferredmaterials.com>
Cc: Hibbard, Susan (Preferred Materials)<susan.hibbard@preferredmaterials.com>

Subject: ITB Lee County Port Authority Ft Myers Taxway Rehab A, F, & G2 # 20-34 MMW

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Susan Hibbard
Contact/Estimating Assistant
Preferred Materials, Inc.
A.C.E COMPANY
5781 E. Hillsborough Avenue, Suite 1122
Tampa, Florida 33610
O: +1 813.513.0740
F: +1 813.513.0780
2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

To: Ungar, Jacob (Preferred Materials)
Cc: Hibbard, Susan (Preferred Materials)
RC: Susan Hibbard, Construction Assistant

Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Susan Hibbard
Construction Assistant
Preferred Materials, Inc.
1506 NW 152nd Avenue, Suite 1122
Tampa, Florida 33612
O: +1 (978) 987-0266
E: shibbard@preferredmaterials.com
Please see below and if you haven't already responded, please advise us as to whether you will be providing a quote at your earliest convenience.

Thank you for your prompt attention to this request.

Respectfully,

Susan Hibbard
Contract Estimating Assistant
Preferred Materials, Inc.

From: Hibbard, Susan ([preferred material])
Sent: Monday, April 13, 2020 7:02 AM
Cc: Hibbard, Susan ([preferred material])
To: [preferred material]
Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Username: jaspear@preferredmaterials.com
Password: preferred
Folder: 4-APRIL-2020

Susan Hibbard
Contract Estimating Assistant
Preferred Materials, Inc.
A CEM COMPANY
5741 E. Hillsborough Avenue, Suite 1122
Tampa, Florida 33612
O +1 (813) 612 9740
F +1 (813) 612 4763
2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

To: Urgo, Jacob (Preferred Materials)
Cc: Hibbard, Susan (Preferred Materials)

2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Please see below and if you haven't already responded, please advise us as to whether you will be providing a quote at your earliest convenience.

Thank you for your prompt attention to this request.

Respectfully,

Susan Hibbard
Contracts/Estimating Assistant
Preferred Materials, Inc.

From: Hibbard, Susan [Preferred Materials]
Sent: Monday, April 13, 2020 7:02 AM
To: Urgo, Jacob [Preferred Materials]
Cc: Hibbard, Susan [Preferred Materials]

Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Please see attached ITS FOR LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DBE's closer to bid date.

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Susan Hibbard
Contracts/Estimating Assistant
Preferred Materials, Inc.
A-100 COMPANY
520 S. Hibiscus Avenue, Suite 1122
Tampa, Florida 33610

D: +1 (813) 852-8740

PreferredMaterials@ preferredmaterials.com
2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Cc: Hibbard, Susan (Preferred Materials)

From: Hibbard, Susan (Preferred Materials)

Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Dear [Recipient],

Please see attachment ITB FOR LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DBE's closer to bid date.

Preferred Materials, Inc. requests quotes from State Disadvantage Business Enterprises (DBE) as well as other subcontractors for Clearing & Grubbing, Demolition, Milling & Milling cleanup, Erosion Control, M.O.T. Airfield, Grading & Excavation, Drainage, Concrete, Lighting, Electrical, Airfield Pavement Marking, Chip Seal, Sodding and Trucking/Haul, for FBI 20-34-MMW Rehabilitation of Taxiways A, F, & G2 South West Florida International Airport in Fort Myers, FL. Efforts to assist interested DBE's in obtaining bonding, lines of credit or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for review of all current contract documents, to include any addenda that may be issued, with bidder submission of a quote.

http://ftp.o.com/ThinClient/WT/MPubbKb/main
Username: tampa0@materials@preferredmaterialis.com
Password: preferred
Folder: 4-APRIL-2020

Sincerely,

Susan Hibbard
Contracts/Estimating Assistant
Preferred Materials, Inc.
A GH COMPANY
251 E. Hines Street, Suite 1122
Tampa, Florida 33602
T: +1 (813) 613-6730
F: +1 (813) 613-6781
2nd Request FW: ITB Lee County Port Authority Ft. Myers Taxiway Rehab A, F, & G2 # 20-34 MWW

Hi, [Name],

To: [Name] (Preferred Materials)
Cc: [Name] (Preferred Materials)

Subject: ITB Lee County Port Authority Ft. Myers Taxiway Rehab A, F, & G2 # 20-34 MWW

Please see attached ITB FOR LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DBE’s closer to bid date.

Preferred Materials, Inc. requests quotes from State Disadvantaged Business Enterprises (DBE) as well as other subcontractors for Clearing & Grubbing, Demolition, Milling/Milling cleanup, Erosion Control, M.O.T., Airfield, Grading & Excavation, Drainage, Concrete, Lighting, Electrical, Airfield Pavement Marking, Chip Seal, Sodding and Turfing/Soil, for PBI 20-34-MWW Rehabilitation of Taxiways A, F, & G2 Southwest Florida International Airport in Fort Myers, FL. Efforts to assist interested DBE’s in obtaining bonding, lines of credit, or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for review of all current contract documents, to include any addenda that may be issued, with his/her submission of a quote.

Username: rmpartnersmaterials@preferredmaterials.com
Password: preferred
Folder: 4-APRIL-2020

Thank you for your prompt attention to this request.

Respectfully,

[Name]
Contracts/Estimating Assistant
Preferred Materials, Inc.

From: [Name], [Name] (Preferred Materials)
Sent: Monday, April 13, 2020 7:02 AM
To: [Name], [Name] (Preferred Materials)
Cc: [Name], [Name] (Preferred Materials)
Subject: ITB Lee County Port Authority Ft. Myers Taxiway Rehab A, F, & G2 # 20-34 MWW

Importance: High

Please see attached ITB FOR LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DBE’s closer to bid date.

Preferred Materials, Inc. requests quotes from State Disadvantaged Business Enterprises (DBE) as well as other subcontractors for Clearing & Grubbing, Demolition, Milling/Milling cleanup, Erosion Control, M.O.T., Airfield, Grading & Excavation, Drainage, Concrete, Lighting, Electrical, Airfield Pavement Marking, Chip Seal, Sodding and Turfing/Soil, for PBI 20-34-MWW Rehabilitation of Taxiways A, F, & G2 Southwest Florida International Airport in Fort Myers, FL. Efforts to assist interested DBE’s in obtaining bonding, lines of credit, or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for review of all current contract documents, to include any addenda that may be issued, with his/her submission of a quote.

Username: rmpartnersmaterials@preferredmaterials.com
Password: preferred
Folder: 4-APRIL-2020

[Name]
Contracts/Estimating Assistant
Preferred Materials, Inc.
A GYP COMPANY
5701 E. Hillsborough Avenue, Suite 112
Tampa, Florida 33615

Tel: +1 (813) 812 5740
Fax: +1 (813) 812 5710
2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Hi,

Hilbard, Susan (Preferred Materials)
To: Hugo Jesus (Preferred Materials)
Cc: Hilbard, Susan (Preferred Materials)
Bcc: PublicAffairs@southwestfloridaairport.com; public@preferredmaterials.com; Susana.hilbard@preferredmaterials.com; Susan.hilbard@preferredmaterials.com; Hugo.jesus@preferredmaterials.com

This message was sent with high importance.

ITB Lee Co Port Auth Ft Myers Taxiway Rehab A, F, G2 # 20-34 MMW

Please see below and if you haven't already responded, please advise us as to whether you will be providing a quote at your earliest convenience.

Thank you for your prompt attention to this request.

Respectfully,

Susan Hilbard
Contracts/Estimating Assistant
Preferred Materials, Inc.

From: Hilbard, Susan (Preferred Materials)
Sent: Monday, April 20, 2020 7:02 AM
To: Hugo Jesus (Preferred Materials) - <Hugo.jesus@preferredmaterials.com>
Cc: Hilbard, Susan (Preferred Materials) - <Susan.hilbard@preferredmaterials.com>

Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Importance: High

Please see attached ITB for LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DBE's closer to bid date.

Preferred Materials, Inc. requests quotes from State Disadvantaged Business Enterprises (DBE) as well as other subcontractors for Cutting & Grubbing, Demolition, Milling/ Milling cleanup, Erosion Control, M.O.T, Airfield, Grading & Excavation, Drainage, Concrete, Lighting, Electrical, Airfield Pavement Marking, Chip Seal, Sodding and Tracking/Flag, for ITB 20-34 MMW Rehabilitation of Taxiways A,F, & G2 Southwest Florida International Airport in Fort Myers, FL. Efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for review of all current contract documents, to include any addenda that may be issued, with their submission of a quote.

Username: temp estimating@preferredmaterials.com
Password: preferred
Folder: 4-APR-2020

Susan Hilbard
Contracts/Estimating Assistant
Preferred Materials, Inc.
6100 Palm Beach Court
Stephens Drive, Suite 102
Fort Myers, FL 33905

Tel: (239) 372-0200
Fax: (239) 372-0201

Preferred Materials, Inc.
A CDU COMPANY
5701 S. Houghton Avenue, Suite 1122
Tampa, Florida 33610

O 1 (813) 445-5740
Fax 1 (813) 445-5749
2nd Request FW: ITB Lee County Port Authority Ft Myers Taxway Rehab A, F, & G2 # 20-34 MMW

Hibbard, Susan (Preferred Materials)
Cc: Hibbard, Susan (Preferred Materials)

To: Urgo, Scott (Preferred Materials)
Cc: Urgo, Scott (Preferred Materials)

Please see below and if you haven't already responded, please advise us as to whether you will be providing a quote at your earliest convenience.

Thank you for your prompt attention to this request.

Respectfully,

Susan Hibbard
Contract Estimating Assistant
Preferred Materials, Inc.

Fred Hibbard, Susan (Preferred Materials)
Sent: Monday, April 13, 2020 7:01 AM
To: Urgo, Jacob (Preferred Materials) <Jacob.Urgo@preferredmaterials.com>
Cc: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>

Subject: ITB Lee County Port Authority Ft Myers Taxway Rehab A, F, & G2 # 20-34 MMW

Importance: High

Please see attached ITB for LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DRE's closer to bid date.

Preferred Materials, Inc. requests quotes from Small Disadvantage Business Enterprises (DBE) as well as other subcontractors for Clearing & Grubbing, Demolition, Milling/ Milling cleanup, Erosion Control, M.O.T. Airfield, Grading & Excavation, Drainage, Concrete, credit, or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for review of all current contract documents, to include any addenda that may be issued, with respective submittal of a quote.

Username: tamrazafreiman@preferredmaterials.com
Password: preferred
Folder: 4-APRIL-2020

Susan Hibbard
Contract Estimating Assistant

Preferred Materials, Inc.
A DBE COMPANY
6571 S. Harborview Avenue, Suite 132
Tampa, Florida 33619

\1) 813-612-2740
\2) 813-993-6259

\1) 813-612-2740
\2) 813-993-6259
2nd Request FW: ITB Lee County Port Authority Ft Myers Taxway Rehab A, F, & G2 # 20-34 MMW

To: Unog, Jacob (Preferred Materials)  
Cc: Hibbard, Susan (Preferred Materials)

Subject: ITB Lee County Port Authority Ft Myers Taxway Rehab A, F, & G2 # 20-34 MMW

Please see below and if you haven't already responded, please advise us as to whether you will be providing a quote at your earliest convenience.

Thank you for your prompt attention to this request.

Respectfully,

Susan Hibbard  
Contracts/Estimating Assistant  
Preferred Materials, Inc.

From: Hibbard, Susan (Preferred Materials)  
Sent: Monday, April 13, 2020 7:02 AM

To: Unog, Jacob (Preferred Materials); Susan Hibbard (Preferred Materials)

Subject: ITB Lee County Port Authority Ft Myers Taxway Rehab A, F, & G2 # 20-34 MMW

Importance: High

Please see attached ITB FOR LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DBE's closer to bid date.

Preferred Materials, Inc. requests quotes from State Disadvantage Business Enterprises (DBE) as well as other subcontractors for Clearing & grubbing, Demolition, Milling/Milling cleanup, Erosion Control, M.O.T. Airfield, Grading & Excavation, Drainage, Concrete, Lighting, Electrical, Airfield Pavement Marking, Chip Seal, Sodding and Tracking/Seed, for FBI 20-34-MMW Rehabilitation of Taxways A/F, & G2 Southwest Florida International Airport in Ft Myers, FL. Efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for review of all current contract documents, to include any addenda that may be issued, with all other submissions of a quote.

Username: tampa-estimating@preferredmaterials.com  
Password: preferred  
Folder: 4-APRIL-2020

Susan Hibbard  
Contracts/Estimating Assistant  
Preferred Materials, Inc.  
A-GSE COMPANY  
5911 E. Hibbardsga Avenue, Suite 1122  
Tampa, Florida 33610  
(813) 512-9740  
(813) 512-9750
2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Hi Susan,

To: Unger, Jake (Preferred Materials)
Cc: Hilliard, Susan (Preferred Materials)

We are requesting quotes for the work referenced above. Please see attached ITB for detailed information.

Thank you for your prompt attention to this request.

Respectfully,

Susan Hilliard
Contract/Estimating Assistant
Preferred Materials, Inc.

From: Susan Hilliard
Sent: Wednesday, April 1, 2020 7:02 AM
To: Unger, Jake (Preferred Materials)
Cc: Hilliard, Susan (Preferred Materials)

Subject: Itb lee county port authority ft myers taxiway rehab A, F, & G2 # 20-34 MMW

Please see attached ITB for Link to Plans and Specifications. Respond by 4/2/2020 prior to noon with your quote. Letters of intent will be provided to DBE's closer to bid date.

Preferred Materials, Inc. requests quotes from State Disadvantage Business Enterprises (DBE) as well as other subcontractors for Clearing & Grubbing, Demolition, Milling/ Milling cleanup, Erosion Control, M.O.T. Airfield, Grading & Excavation, Drainage, Concrete, Lighting, Electrical, Airfield Pavement Marking, Chip Seal, Sodding and Trucking/ haul, for FBI 20-34 MMW Rehabilitation of Taxiways A,F, & G2 Southwest Florida International Airport in Fort Myers, FL. Efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for review of all current contract documents, to include any addenda that may be issued, with his/her submission of a quote.

http://ftp.office.com/TheClients/WM材料@main
Username: rmpng MATERIAL@preferredmaterials.com
Password: preferred
Folder: 4APRIL-2020

Susan Hilliard
Contract/Estimating Assistant
Preferred Materials, Inc.
4 CRP COMPANY
5751 E. Harborway Avenue, Suite 1122
Tampa, Florida 33610
P: (813) 912-5746
F: (813) 912-4821
<table>
<thead>
<tr>
<th>From:</th>
<th>Jon S. Johnston <a href="mailto:jjohnston@ehconstruction.com">jjohnston@ehconstruction.com</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sent:</td>
<td>Monday, April 20, 2020 3:16 PM</td>
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<tr>
<td>To:</td>
<td>Hibbard, Susan (Preferred Materials)</td>
</tr>
<tr>
<td>Subject:</td>
<td>[EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, &amp; G2 # 20-34 MMW</td>
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<tr>
<td>Attachments:</td>
<td>[EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, &amp; G2 # 20-34 MMW</td>
</tr>
<tr>
<td>Importance:</td>
<td>High</td>
</tr>
</tbody>
</table>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you are expecting this email and know the contents are safe. ATTENTION: Ce courriel vient de l'extérieur de l'entreprise. Ne cliquez pas sur les liens, et n'ouvrez pas les pièces jointes, à moins que vous ne connaissiez l'expéditeur du courriel et savez que le contenu est sécuritaire.
From: Dustin Martin <dmartin@angleright.net>
Sent: Monday, April 20, 2020 3:07 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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From: Joshua Parker <J.Parker@turtlese.com>
Sent: Monday, April 20, 2020 3:07 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Stephen Disney <stephen.disney@disneytrucking.com>
Sent: Monday, April 20, 2020 3:04 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: [External] 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: [External] 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Importance: High

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From: Ryan Lee <r.lee@turtlese.com>
Sent: Monday, April 20, 2020 2:52 PM
To: Hibbard, Susan (Preferred Materials)
Subject: Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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From: Bob Mulroy <BMulroy@bigtreeinc.com>
Sent: Monday, April 20, 2020 2:46 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Importance: High

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From: Chris Louis <chris@elitefencelol.com>
Sent: Monday, April 20, 2020 2:39 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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<table>
<thead>
<tr>
<th>From:</th>
<th>Zampiceni, Craig A (Preferred Materials)</th>
</tr>
</thead>
<tbody>
<tr>
<td>To:</td>
<td>Hibbard, Susan (Preferred Materials)</td>
</tr>
<tr>
<td>Sent:</td>
<td>Monday, April 20, 2020 2:34 PM</td>
</tr>
<tr>
<td>Subject:</td>
<td>Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, &amp; G2 # 20-34 MMW</td>
</tr>
</tbody>
</table>

Your message

To: Zampiceni, Craig A (Preferred Materials)  
Subject: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW  
Sent: Monday, April 20, 2020 2:05:56 PM (UTC-05:00) Eastern Time (US & Canada)

was read on Monday, April 20, 2020 2:34:08 PM (UTC-05:00) Eastern Time (US & Canada).
From: Zampiceni, Craig A (Preferred Materials)
To: Hibbard, Susan (Preferred Materials)
Sent: Monday, April 20, 2020 2:34 PM
Subject: Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Your message

To: Zampiceni, Craig A (Preferred Materials)
Subject: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Sent: Monday, April 20, 2020 2:05:56 PM (UTC-05:00) Eastern Time (US & Canada)

was read on Monday, April 20, 2020 2:34:06 PM (UTC-05:00) Eastern Time (US & Canada).
Hibbard, Susan (Preferred Materials)

From: Austin West <Austin@CFLTransport.net>
Sent: Monday, April 20, 2020 2:34 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Austin West <Austin@CFLTransport.net>
Sent: Monday, April 20, 2020 2:34 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hello,
I will be bidding on the Mob, C&G, Excavation, Embankment, Subbase and Base. I will send to you when ready.
Thank you.

Thank You.
Debra A Walker, President
ONGRADE CONTRACTING, INC.
DBE/EEO company
12409 SW Sheri Ave. Unit 101
Lake Suzy, Fl 34269
Office - 941-766-6191
Cell:941-628-3413

From: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Sent: Monday, April 20, 2020 2:06 PM
To: Unger, Jacob (Preferred Materials) <Jacob.Unger@preferredmaterials.com>
Cc: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Subject: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

Please see below and if you haven’t already responded, please advise us as to whether you will be providing a quote at your earliest convenience. denise@aerophoto.com
Thank you for your prompt attention to this request.
Respectfully,

Susan Hibbard
Contracts/Estimating Assistant
Preferred Materials, Inc.

From: Hibbard, Susan (Preferred Materials)
Sent: Monday, April 13, 2020 7:02 AM
To: Unger, Jacob (Preferred Materials) <Jacob.Unger@preferredmaterials.com>
Cc: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

Please see attached ITB FOR LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DBE’s closer to bid date.

Preferred Materials, Inc. requests quotes from State Disadvantage Business Enterprises (DBE) as well as other subcontractors for Clearing & Grubbing, Demolition, Milling/ Milling cleanup, Erosion
Control, M.O.T. Airfield, Grading & Excavation, Drainage, Concrete, Lighting, Electrical, Airfield Pavement Marking, Chip Seal, Sodding and Trucking/Haul, for FB# 20-34-MMW Rehabilitation of Taxiways A,F, & G2 Southwest Florida international Airport in Fort Myers, FL. Efforts to assist interested DBE’s in obtaining bonding, lines of credit, or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for review of all current contract documents, to include any addenda that may be issued, with his/her submission of a quote.

http://ftp.crhna.com/ThinClient/WTM/public/###main
Username: tampaestimating@preferredmaterials.com
Password: preferred
Folder: 4-APRIL-2020

Susan Hibbard
Contracts/Estimating Assistant

Preferred Materials, Inc.
A CRH COMPANY
5701 E. Hillsborough Avenue, Suite 1122
Tampa, Florida 33610

O +1 (813) 612 5740
D +1 (813) 901 4763
F +1 (813) 664 6526
E susan.hibbard@preferredmaterials.com

www.preferredmaterials.com

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you are expecting this email and know the contents are safe. ATTENTION: Ce courriel vient de l'extérieur de l'entreprise. Ne cliquez pas sur les liens, et n'ouvrez pas les pièces jointes, à moins que vous ne connaissiez l'expéditeur du courriel et savez que le contenu est sécuritaire.
Hello,
I will be bidding on the Mob, C&G, Excavation, Embankment, Subbase and Base. I will send to you when ready.
Thank you.

Thank You,
Debra A Walker, President
ONGRAGE CONTRACTING, INC.
DBE/EEQ company
12409 SW Sheri Ave. Unit 101
Lake Suzy, Fl 34269
Office- 941-766-6191
Cell:941-628-3413

From: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Sent: Monday, April 20, 2020 2:06 PM
To: Unger, Jacob (Preferred Materials) <Jacob.Unger@preferredmaterials.com>
Cc: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Subject: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

Please see below and if you haven’t already responded, please advise us as to whether you will be providing a quote at your earliest convenience. denise@aerophoto.com
Thank you for your prompt attention to this request.
Respectfully,

Susan Hibbard
Contracts/Estimating Assistant
Preferred Materials, Inc.

From: Hibbard, Susan (Preferred Materials)
Sent: Monday, April 13, 2020 7:02 AM
To: Unger, Jacob (Preferred Materials) <Jacob.Unger@preferredmaterials.com>
Cc: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

Please see attached ITB FOR LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DBE’s closer to bid date.

Preferred Materials, Inc. requests quotes from State Disadvantage Business Enterprises (DBE) as well as other subcontractors for Clearing & Grubbing, Demolition, Milling/ Milling cleanup, Erosion...
Control, M.O.T. Airfield, Grading & Excavation, Drainage, Concrete, Lighting, Electrical, Airfield Pavement Marking, Chip Seal, Sodding and Trucking/Haul, for FB# 20-34-MMW Rehabilitation of Taxiways A,F, & G2 Southwest Florida international Airport in Fort Myers, FL. Efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for review of all current contract documents, to include any addenda that may be issued, with his/her submission of a quote.

Username: tampaestimating@preferredmaterials.com
Password: preferred
Folder: 4-APRIL-2020

Susan Hibbard
Contracts/Estimating Assistant

Preferred Materials, Inc.
A CRH COMPANY
5701 E. Hillsborough Avenue, Suite 1122
Tampa, Florida 33610

O +1 (813) 612 5740
D +1 (813) 901 4763
F +1 (813) 664 8526
E susan.hibbard@preferredmaterials.com

www.preferredmaterials.com

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| **From:**  | Gary Macmillan <garymac@cdeflorida.com> |
| **Sent:**  | Monday, April 20, 2020 2:31 PM |
| **To:**    | Hibbard, Susan (Preferred Materials) |
| **Subject:** | Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW |
| **Attachments:** | Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW |
| **Importance:** | High |

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From: Shawn England <Shawn.England@blountconstruction.com>
Sent: Monday, April 20, 2020 2:31 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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From: Shawn England <Shawn.England@blountconstruction.com>
Sent: Monday, April 20, 2020 2:31 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Importance: High

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From: Sean D'Agostino <seand@c-squaredcgc.com>
Sent: Monday, April 20, 2020 2:30 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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From: Sean D'Agostino <seand@c-squaredcgc.com>
Sent: Monday, April 20, 2020 2:30 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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From: Maja L-LEFTCOAST <majal@leftcoastsurveyors.com>
Sent: Monday, April 20, 2020 2:28 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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From: John Simms <JSimms@acmebarricades.com>
Sent: Monday, April 20, 2020 2:28 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Importance: High

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**Hibbard, Susan (Preferred Materials)**

**From:** Roger Ramirez Jr. &lt;RRamirez@doancompanies.com&gt;  
**Sent:** Monday, April 20, 2020 2:25 PM  
**To:** Hibbard, Susan (Preferred Materials)  
**Subject:** [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW  
**Attachments:** [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW  
**Importance:** High

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From: Steve Maitland <SteveM@mcsheacontracting.com>
Sent: Monday, April 20, 2020 2:24 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Tyler Bafia <tyler.bafia@hi-lite.com>
Sent: Monday, April 20, 2020 2:24 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Importance: High

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From: Tyler Bafia <tyler.bafia@hi-lite.com>
Sent: Monday, April 20, 2020 2:24 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Lovin Construction <lovin-construction@verizon.net>
Sent: Monday, April 20, 2020 2:20 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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From: V&H Construction, Inc <vhinfo@vhconstruction.net>
Sent: Monday, April 20, 2020 2:17 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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From: Gator Carter <gator@frederickderrcompany.com>
Sent: Monday, April 20, 2020 2:16 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT]  Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT]  Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Gator Carter <gator@frederickderrcompany.com>
Sent: Monday, April 20, 2020 2:16 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Clafin, Brett <bclafin@mackconcrete.com>
Sent: Monday, April 20, 2020 2:16 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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From: Claflin, Brett <bclafil@mackconcrete.com>
Sent: Monday, April 20, 2020 2:16 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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From: Mike Stanley <mstanley@gosaliaco.com>
Sent: Monday, April 20, 2020 2:16 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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From: Steven Sheffield <steven.sheffield@fie-inc.com>
Sent: Monday, April 20, 2020 2:15 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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From: Steven Sheffield <steven.sheffield@fie-inc.com>
Sent: Monday, April 20, 2020 2:15 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT]  Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT]  Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Your message

To: Jim Sergey
Subject: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Sent: Monday, April 20, 2020 2:05:56 PM (UTC-05:00) Eastern Time (US & Canada)

was read on Monday, April 20, 2020 2:11:55 PM (UTC-05:00) Eastern Time (US & Canada).
Your message

To: Jim Sergey

Subject: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Sent: Monday, April 20, 2020 2:05:56 PM (UTC-05:00) Eastern Time (US & Canada)

was read on Monday, April 20, 2020 2:11:55 PM (UTC-05:00) Eastern Time (US & Canada).

Jim Sergey
Account Manager
901 McClosky Boulevard, Tampa, FL 33605
p: (813) 241-0282 c: (813) 774-1970
j sergey@nrcc.com

US ecology

Emergency Response: 800.899.4672

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This message and any attachments may contain confidential or privileged information and are only for the use of the intended recipient of this message. If you are not the intended recipient, please notify the sender by return email, and delete or destroy this and all copies of this message and all attachments. Any unauthorized disclosure, use, distribution, or reproduction of this message or any attachments is prohibited and may be unlawful. CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you are expecting this email and know the contents are safe. ATTENTION: Ce courriel vient de l'extérieur de l'entreprise. Ne cliquez pas sur les liens, et n'ouvrez pas les pièces jointes, à moins que vous ne connaissiez l'expéditeur du courriel et savez que le contenu est sécuritaire.
Hibbard, Susan (Preferred Materials)

From: Crystal McGowan <cmcgowan@roadsafetraffic.com>
Sent: Monday, April 20, 2020 2:14 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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From: Dave Miller <operations@millingcleanup.com>
Sent: Monday, April 20, 2020 2:14 PM
To: Hibbord, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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<table>
<thead>
<tr>
<th>From:</th>
<th>Ryan Stokes <a href="mailto:Ryan@billmariottipaving.com">Ryan@billmariottipaving.com</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sent:</td>
<td>Monday, April 20, 2020 2:13 PM</td>
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<tr>
<td>To:</td>
<td>Hibbard, Susan (Preferred Materials)</td>
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<tr>
<td>Subject:</td>
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From: Ryan Stokes <Ryan@billmariottipaving.com>
Sent: Monday, April 20, 2020 2:13 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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From: Brittany Blackridge <Brit@blackridge.com>
Sent: Monday, April 20, 2020 2:13 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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From: Brittany Blackledge <Brit@blackledge.com>
Sent: Monday, April 20, 2020 2:13 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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From: Ruth Guadagnino <RGعادagnino@seminoleprecast.com>
Sent: Monday, April 20, 2020 2:12 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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From: Patrick Gilligan <patrick@suncoastpaving.com>
Sent: Monday, April 20, 2020 2:11 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

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To: Hibbard, Susan (Preferred Materials)
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Hibbard, Susan (Preferred Materials)

From: Mark Laforce <markl@curbsystems.net>
Sent: Monday, April 20, 2020 2:10 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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From: Mark Laforce <markl@curbsystems.net>
Sent: Monday, April 20, 2020 2:10 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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**Hibbard, Susan (Preferred Materials)**

**From:** Danny Benfield <DBenfield@acmebarricades.com>

**Sent:** Monday, April 20, 2020 2:11 PM

**To:** Hibbard, Susan (Preferred Materials)

**Subject:** [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

**Attachments:** [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

**Importance:** High

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<th><strong>From:</strong></th>
<th>Danny Benfield <a href="mailto:DBenfield@acmebarricades.com">DBenfield@acmebarricades.com</a></th>
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From: Heath Fincher <Heath.Fincher@martinmarietta.com>
Sent: Monday, April 20, 2020 2:11 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: GCE Estimating <estimating@gceservicesinc.com>
Sent: Monday, April 20, 2020 2:11 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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From: Larry Larson <Larry@rhmooreassociates.com>
Sent: Monday, April 20, 2020 2:10 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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From: Estimating <estimating@collierpave.com>
Sent: Monday, April 20, 2020 2:09 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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To: Hibbard, Susan (Preferred Materials)
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From: Jason Hilley <jhilley@mcagg.com>
Sent: Monday, April 20, 2020 2:09 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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From: Cody Richell <CRichell@CFLTransport.net>
Sent: Monday, April 20, 2020 2:09 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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From: Krystal Willis <krystal@palmettoprime.com>
Sent: Monday, April 20, 2020 2:09 PM
To: Hibbard, Susan (Preferred Materials)
Subject: Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Rachel Ebner <rebner@universalengineering.com>
Sent: Monday, April 20, 2020 2:09 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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From: Rachel Ebner <rebner@universalengineering.com>
Sent: Monday, April 20, 2020 2:09 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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From: Kenny Slaven <kenny@CFLTransport.net>
Sent: Monday, April 20, 2020 2:09 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Importance: High

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From: Dale Bussey <dbussey@akcainc.com>
Sent: Monday, April 20, 2020 2:08 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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<table>
<thead>
<tr>
<th>From:</th>
<th>Dale Bussey <a href="mailto:dbussey@akcainc.com">dbussey@akcainc.com</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sent:</td>
<td>Monday, April 20, 2020 2:08 PM</td>
</tr>
<tr>
<td>To:</td>
<td>Hibbard, Susan (Preferred Materials)</td>
</tr>
<tr>
<td>Subject:</td>
<td>[EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, &amp; G2 # 20-34 MMW</td>
</tr>
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<tr>
<td>Importance:</td>
<td>High</td>
</tr>
</tbody>
</table>

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Hibbard, Susan (Preferred Materials)

From: Ariel <a.oliver@delamereindustries.com>
Sent: Monday, April 20, 2020 2:08 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Stacey Green <srgreen@precisionapproach.org>
Sent: Monday, April 20, 2020 2:08 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Importance: High

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Hibbard, Susan (Preferred Materials)

From: Wendy A. Gross <W.Gross@turtlese.com>
Sent: Monday, April 20, 2020 2:08 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Dispatch <dispatch@palmettoprime.com>
Sent: Monday, April 20, 2020 2:08 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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From: Dispatch <dispatch@palmettoprime.com>
Sent: Monday, April 20, 2020 2:08 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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From: Alben Santana <asantana@cdeflorida.com>
Sent: Monday, April 20, 2020 2:08 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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From: Alben Santana <asantana@cdeflorida.com>
Sent: Monday, April 20, 2020 2:08 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Ben Hahn <ben@trueinemail.com>
Sent: Monday, April 20, 2020 2:07 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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From: Wendy A. Gross <W.Gross@turtlese.com>
Sent: Monday, April 20, 2020 2:07 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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From: Larry Woody <lwoody@qgsdevelopment.com>
Sent: Monday, April 20, 2020 2:07 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: Larry Woody <lwoody@qgsdevelopment.com>
Sent: Monday, April 20, 2020 2:07 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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From: Brian@nickale.com
Sent: Monday, April 20, 2020 2:07 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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From: Mindy McGinnis <m.mcginnis@turtilese.com>
Sent: Monday, April 20, 2020 2:07 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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From: Terry Ferguson <Terry@flsurveyors.com>
Sent: Monday, April 20, 2020 2:07 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Your message

To: Unger, Jacob (Preferred Materials)
Subject: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Sent: Monday, April 20, 2020 2:05:56 PM (UTC-05:00) Eastern Time (US & Canada)

was read on Monday, April 20, 2020 2:06:19 PM (UTC-05:00) Eastern Time (US & Canada).
Hibbard, Susan (Preferred Materials)

From: Gannett Legals Public Notices <GanLegPubNotices@gannett.com>
Sent: Monday, April 20, 2020 11:54 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: Solicitation # 20-7756 Immokalee Airport taxiway C Extension Need Ad proof and price. bid due 5/15/20
Attachments: [EXT] Read: Solicitation # 20-7756 Immokalee Airport taxiway C Extension Need Ad proof and price. bid due 5/15/20
Importance: High

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I'm sorry Ft. Myers is a bit out of our range, but thank you for reaching out.

Please see below and if you haven’t already responded, please advise us as to whether you will be providing a quote at your earliest convenience. denise@aerophoto.com
Thank you for your prompt attention to this request.
Respectfully,

Susan Hibbard
Contracts/Estimating Assistant
Preferred Materials, Inc.

Please see attached ITB FOR LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DBE’s closer to bid date.

Preferred Materials, Inc. requests quotes from State Disadvantage Business Enterprises (DBE) as well as other subcontractors for Clearing & Grubbing, Demolition, Milling/Milling cleanup, Erosion Control, M.O.T. Airfield, Grading & Excavation, Drainage, Concrete, Lighting, Electrical, Airfield Pavement Marking, Chip Seal, Sodding and Trucking/Haul, for FB# 20-34-MMW Rehabilitation of Taxiways A,F, & G2 Southwest Florida international Airport in Fort Myers, FL. Efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for review of all current contract documents, to include any addenda that may be issued, with his/her submission of a quote.

http://ftp.crhna.com/ThinClient/WTM/public/#/main
Susan Hibbard  
Contracts/Estimating Assistant

Preferred Materials, Inc.  
A CRH COMPANY  
5701 E. Hillsborough Avenue, Suite 1122  
Tempe, Florida 33610

O +1 (813) 612 5740  
D +1 (813) 901 4763  
F +1 (813) 664 8526  
E susan.hibbard@preferredmaterials.com

www.preferredmaterials.com

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Hi Susan,

I wanted to follow up on the request for quotes for the work on the taxiways. I've attached the plans and specifications for your review. Please let me know if you need any additional information or if you have questions.

Thank you,

[signature]

[EXTERNAL]
Please see below and if you haven’t already responded, please advise us as to whether you will be providing a quote at your earliest convenience. denise@aerophoto.com

Thank you for your prompt attention to this request.

Respectfully,

Susan Hibbard
Contracts/Estimating Assistant
Preferred Materials, Inc.

On Apr 20, 2020, at 2:06 PM, Hibbard, Susan (Preferred Materials)
<Susan.Hibbard@preferredmaterials.com> wrote:

---

Hibbard, Susan (Preferred Materials)

From: Tommy Chauncey <tchauncey@americantrack.com>
Sent: Monday, April 20, 2020 2:34 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Re: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Apologies Susan, I don’t see anything in here that’s railroad track related, have I missed it or is there no track work?

---

Tommy Chauncey
American Track, LLC
Formerly, C.J. Bridges Railroad Contractors
Senior Vice President
Florida Operations
Cell: 863-860-5884
Office: 863-425-4561

---

On Apr 20, 2020, at 2:06 PM, Hibbard, Susan (Preferred Materials)
<Susan.Hibbard@preferredmaterials.com> wrote:

---

[EXTERNAL]
Please see below and if you haven’t already responded, please advise us as to whether you will be providing a quote at your earliest convenience. denise@aerophoto.com

Thank you for your prompt attention to this request.

Respectfully,

Susan Hibbard
Contracts/Estimating Assistant
Preferred Materials, Inc.

From: Hibbard, Susan (Preferred Materials)
Sent: Monday, April 13, 2020 7:02 AM
To: Unger, Jacob (Preferred Materials) <Jacob.Unger@preferredmaterials.com>
Cc: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

Please see attached ITB FOR LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DBE’s closer to bid date.

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to assist interested DBE's in obtaining bonding, lines of credit, or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for review of all current contract documents, to include any addenda that may be issued, with his/her submission of a quote.

Username: tampaestimating@preferredmaterials.com
Password: preferred
Folder: 4-APRIL-2020

Susan Hibbard
Contracts/Estimating Assistant
Preferred Materials, Inc.
A CRH COMPANY
5701 E. Hillsborough Avenue, Suite 1122
Tampa, Florida 33610
O +1 (813) 612 5740
D +1 (813) 901 4763
F +1 (813) 664 8526
E susan.hibbard@preferredmaterials.com
www.preferredmaterials.com
<ITB Lee Co Port Auth Ft Myers Taxiway Rehab AF G2.docx>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you are expecting this email and know the contents are safe. ATTENTION: Ce courriel vient de l'extérieur de l'entreprise. Ne cliquez pas sur les liens, et n'ouvrez pas les pièces jointes, à moins que vous ne connaissiez l'expéditeur du courriel et savez que le contenu est sécuritaire.
Hi

Thank you for the opportunity, however, at this time we are unable to bid on this project.

We appreciate your consideration, and look forward to working with you in the future.

Thank You

Ross

Estimating Coordinator
estimating@cdisite.com
Complete Development, Inc
PO BOX 450
Thonotosassa, FL 33592
(813) 986-2901
www.completedevelopment.com

Please see attached ITB FOR LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DBE's closer to bid date.

Preferred Materials, Inc. requests quotes from State Disadvantage Business Enterprises (DBE) as well as other subcontractors for Clearing & Grubbing, Demolition, Milling/ Milling cleanup, Erosion Control, M.O.T. Airfield, Grading & Excavation, Drainage, Concrete, Lighting, Electrical, Airfield Pavement Marking, Chip Seal, Sodding and Trucking/Haul, for FB# 20-34-MMW Rehabilitation of Taxiways A,F, & G2 Southwest Florida international Airport in Fort Myers, FL. Efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for
review of all current contract documents, to include any addenda that may be issued, with his/her submission of a quote.

http://ftp.crhna.com/ThinClient/WTM/public/#/main
Username: tampaevaluating@preferredmaterials.com
Password: preferred
Folder: 4-APRIL-2020

Susan Hibbard
Contracts/Estimating Assistant

Preferred Materials, Inc.
A CRH COMPANY
5701 E. Hillsborough Avenue, Suite 1122
Tampa, Florida 33610

O  +1 (813) 612 5740
D  +1 (813) 901 4763
F  +1 (813) 664 8526
E  susan.hibbard@preferredmaterials.com

www.preferredmaterials.com

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No Bid

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Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for review of all current contract documents, to include any addenda that may be issued, with his/her submission of a quote.

Username: tampaestimating@preferredmaterials.com
Password: preferred
Folder: 4-APRIL-2020

Susan Hibbard
Contracts/Estimating Assistant

Preferred Materials, Inc.
A CRH COMPANY
5701 E. Hillsborough Avenue, Suite 1122
Tampa, Florida 33610
O +1 (813) 612 5740
D +1 (813) 901 4763
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E susan.hibbard@preferredmaterials.com
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Good Afternoon,

Thank you for sending this over to us, however we will not be bidding on this project.

But please keep us in mind for future projects in our region.

Once again, thank you and have a great day!

JT Tozzolina

Cell: 239-207-1524
Office: 239-226-1310

12960 Commerce Lakes Dr. Suite 12
Fort Myers, Florida
33913

Please see attached ITB FOR LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DBE's closer to bid date.
Excavation, Drainage, Concrete, Lighting, Electrical, Airfield Pavement Marking, Chip Seal, Sodding and Trucking/Haul, for FB# 20-34-MMW Rehabilitation of Taxiways A,F, & G2 Southwest Florida international Airport in Fort Myers, FL. Efforts to assist interested DBE’s in obtaining bonding, lines of credit, or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for review of all current contract documents, to include any addenda that may be issued, with his/her submission of a quote.

http://ftp.crhna.com/ThinClient/WTM/public/#/main

Username: tampaeimating@preferredmaterials.com

Password: preferred

Folder: 4-APRIL-2020

Susan Hibbard
Contracts/Estimating Assistant

Preferred Materials, Inc.

A CRH COMPANY

5701 E. Hillsborough Avenue, Suite 1122

Tampa, Florida 33610

O +1 (813) 612 6740

D +1 (813) 901 4763

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E susan.hibbard@preferredmaterials.com

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Susan,

Thank you for the ITB but we will not be bidding on this project at this time.

** Please do not send any emails to southernsealtech@yahoo.com. We no longer use this email address. **

Thank You,
SST Estimating Team
SBE Certified
386-719-8980 (P)
386-758-1894 (F)

Please see attached ITB FOR LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DBE's closer to bid date.

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E susan.hibbard@preferredmaterials.com

www.preferredmaterials.com

Virus-free. www.avg.com
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Hibbard, Susan (Preferred Materials)

From: Estimating <estimating@cdisite.com>
Sent: Monday, April 20, 2020 3:43 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Importance: High

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From: Birch Mangus <bmangus@allsouthunderground.com>
Sent: Monday, April 20, 2020 3:40 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT]  Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT]  Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Importance: High

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PREFERRED MATERIALS INC
5701 E HILLSBOROUGH AVE # 1122
TAMPA, FL 33610-5428

Affidavit of Publication
STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned they serve as the authority, personally appeared said legal clerk who on oath says that he/she serves as Legal Clerk of the Naples Daily News, a daily newspaper published at Naples, in Collier County, Florida; distributed in Collier and Lee counties of Florida; that the attached copy of the advertising was published in said newspaper on dates listed. Affiant further says that the said Naples Daily News is a newspaper published at Naples, in said Collier County, Florida, and that the said newspaper has heretofore been continuously published in said Collier County, Florida; distributed in Collier and Lee counties of Florida, each day and has been entered as second class mail matter at the post office in Naples, in said Collier County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Published: 04/05/2020, 04/14/2020

Subscribed and sworn to before on April 14, 2020:

_____________________________
Notary, State of WI, County of Brown

TARA MONDLOCH
Notary Public
State of Wisconsin

My commission expires August 6, 2021

Publication Cost: $322.00
Ad No: 0004134634
Customer No: 1307223
PO #: #

This is not an invoice
BILL TO
Preferred Materials, Inc.
Susan Hibbard
5701 E. Hillsborough Avenue, Suite 1122 Tampa, Florida 33610
Tampa, Florida 33610
United States
Susan.Hibbard@preferredmaterials.com

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<th>Rate</th>
<th>Amount</th>
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Total: $495.00

Payment on April 2, 2020 using VISA ending in 8850:

Amount Due (USD): $0.00

Thank you for the opportunity to serve.
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HORAN, MICHAEL ALAN
AJAX PAVING INDUSTRIES OF FLORIDA LLC
ONE AJAX DRIVE
NORTH VENICE   FL 34275

LICENSE NUMBER: CGC1516738
EXPIRATION DATE: AUGUST 31, 2020
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.
May 7, 2019

AJAX PAVING INDUSTRIES OF FLORIDA LLC
ONE AJAX DRIVE
NORTH VENICE, FLORIDA 34275-3624

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2020. However, the new application is due 4/30/2020.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant’s audited annual financial statements.

If your company’s maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link: HTTPS://FDOTWPL.dot.state.fl.us/ContractorPreQualification/

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARORAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, MILLING, UNDERGROUND UTILITIES (WATER & SEWER).

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

[Signature]

Alan Autry, Manager
Contracts Administration Office

www.fdot.gov
AJAX PAVING INDUSTRIES OF FL, LLC
PROJECT REFERENCES & TAMPA AIRPORT PROJECTS

PROJECT: 6160 “AIRFIELD PAVEMENT RECONSTRUCTION AND REPLACEMENT”
TAMPA INTERNATIONAL AIRPORT
Client: Hillsborough County Aviation Authority
Original Contract: $17,208,021.60
Final Contract: $16,776,318.56
Start: December 4, 2017
Finish: December 11, 2018
Reference: Scott A. Nesbitt, P.E. Senior Project Director (813) 870-7832
Scope: Demolition of existing asphalt and concrete pavements, excavation, grading, milling and
resurfacing, Lean Concrete Base 51,240 SY, PCCP 17” 47,250 SY, Isolated Slab Replacement, Joint
Repairs, Pavement Marking, Airfield Lighting.
Note: Concrete Paving performed by Ajax Paving Industries, Inc. under subcontract to Ajax Paving
Industries of FL, LLC. Concrete mix provided by onsite batch plant operated by Ajax Paving Industries,
Inc.

PROJECT: 134-0253-CP(DF) TAXIWAY REHABILITATION PHASE I
ST. PETERSBURG CLEARWATER INTERNATIONAL AIRPORT
Scope: Milling and Resurfacing (91,200 SY); Full Depth Reconstruction, including base (55,000
SY); Excavation, Embankment, Storm Drainage, Lime Rock Base Course (100,000 SY); Asphalt
Pavement (44,000 tons) Airfield Lighting, Sodding, Pavement Marking
Completed: January 2017
Contract Value: $14,356,888.00
Taxiway Use: Commercial Airline / Commercial Cargo / USCG / Private
Client: Pinellas County Board of County Commissioners/St Petersburg Int’l Airport
Contact: Scott Yarley (727) 453-7830
Note: This project referenced not because of any PCCP component but as a reference to Ajax in
Tampa having the ability to perform in a complex airfield environment.

PROJECT: FPN 429074 (T-7348) US 41/SR 60 Hillsborough County
Mill, Resurface, Intersection Reconstruction
Client: FDOT
Original Contract: $13,089,362.00
Final Contract: $12,858,118.00
Start: 9/30/2014
Finish: July 2017
Reference: Thomas Curley – Project Administrator Thomas.Curley@dot.state.fl.us 813-323-1113
Scope: Milling/Resurfacing, Intersection Reconstruction with PCCP of US 41/SR 60 Adamo Dr.
Intersection; associated grading, drainage, asphalt base, concrete flatwork, signalization, lighting and
pavement marking. Note: Concrete Paving performed by Ajax Paving Industries, Inc. under subcontract
to Ajax Paving Industries of FL, LLC. Concrete supplied by offsite batch plant operated by Ajax Paving Industries, Inc.

PROJECT: FPN 420633 (T-1673) US 17 Zolfo Springs
MILL/RESURFACE/ADD LANES
Client: FDOT
Original Contract: 13,842,377.83
Final Contract: $14,530.725
Start: 2/20/17
Finish: 12/3/2019
Reference: Chris Hielhe – Project Administrator; Chris.Heile@dot.state.fl.us (863) 471-4853 (Office); (863) 991-4134 (Cell)
Scope: Milling & Resurfacing existing US 17, Construction of New US 17 bypass, associated grading, drainage, utility, signalization, lighting, and pavement markings. (46,614 SY PCCP 12”)
EARLY COMPLETION BONUS.
Note: Concrete Paving performed by Ajax Paving Industries, Inc. under subcontract to Ajax Paving Industries of FL, LLC. Concrete supplied by offsite batch plant operated by Ajax Paving Industries, Inc.

PROJECT: FPN 425841 (E1Q29) SR 82 LEE COUNTY
MILL/RESURFACE/ADD LANES
Client: FDOT
Original Contract: $53,883,605.55
Final Contract: $59,350,286.00
Start: Oct 16, 2017
Finish: Oct 11, 2019
Reference: CEI Tome Deer, Senior PE Kinard-Stone Inc. tom.deer@kinardston.com 239-340-3886
Scope: Embankment 604,834 CY; Grading/Base 355,729 SY Asphalt Paving 55,400 Tons; Concrete Paving 53,628 PCCP (10”) with associated drainage, concrete flatwork, signalization and pavement marking.
Note: Concrete Paving performed by Ajax Paving Industries, Inc. under subcontract to Ajax Paving Industries of FL, LLC. Concrete supplied by onsite batch plant operated by Ajax Paving Industries, Inc.

PROJECT: I-275 DESIGN BUILD, HILLSBOROUGH COUNTY (E7F75)
AJAX PAVING INDUSTRIES OF FL, LLC / SKANSKA, INC. JOINT VENTURE
RECONSTRUCT INTERSTATE, ADD LANES FROM HOWARD FRANKLAND BRIDGE TO A POINT WEST OF INTERSTATE 4.
AJAX PAVING INDUSTRIES OF FL, LLC under SUBCONTRACT TO AJAX/SKANSKA JOINT VENTURE TEAM.
Original Contract: $23,746,141.00 (under subcontract to JV Team, overall project over $210M)
Final Contract: $24,212,097
Start: 10/22/2012
Completion: 6/28/2016
Reference: Matt Lewis, PE, Senior Project Engineer (ACOM) - 813-443-0654 (office)
Scope: Asphalt Paving 108,540 tons; Concrete Paving 130,000 SY.
Note: Concrete Paving performed by Ajax Paving Industries, Inc. under subcontract to Ajax Paving Industries of FL, LLC. Concrete supplied by onsite batch plant operated by Ajax Paving Industries, Inc.
OTHER TAMPA INTERNATIONAL AIRPORT PROJECT EXPERIENCE:

ASPHALT PAVING UNDER SUBCONTRACT TO AJAX PAVING INC., P-401 ASPHALT PAVING

OUTBOUND WIDENING S. OF US POST OFFICE (2007): MILLING AND RESURFACING UNDER SUBCONTRACT TO CONE AND GRAHAM.

GEORGE BEAN PARKWAY RESURFACING (2007-08) ($2,005,764.94):
MILLING AND RESURFACING UNDER SUBCONTRACT TO CONE AND GRAHAM, INC. GEORGE BEAN PARKWAY ONLY

PROJECT 5220 010: AIRFIELD AND ROADWAY REHABILITATION (2010-11) ($5,259,606)
PRIME CONTRACTOR, MILLING, RESURFACING, P-401 ASPHALT PAVING, SLAB REPAIRS, SIGNING, LIGHTING, ETC.

GEORGE BEAN PARKWAY / TAXIWAY J (2014-15) ($2,601,981.30)
(UNDER SUBCONTRACT TO CONE AND GRAHAM)
GRADING, PAVING, AND CONCRETE – GEORGE BEAN PARKWAY

SOUTH TERMINAL SUPPORT AREA ROADWAY IMPROVEMENTS: (2015-16) ($3,763,697.84)
Excavation, Grading and Base – Under subcontract to Kimmins Contracting Corp.

TAXIWAY J (2015-16) ($119,143.00) ASPHALT PAVING UNDER SUBCONTRACT TO JOHNSON BROTHERS P-401 ASPHALT PAVING

PROJECT 6150 - AIRFIELD PAVEMENT RECONSTRUCTION AND REPLACEMENT (2017) $16,776,318
Details listed above in selected project references.

DEMO RED SIDE GARAGE: (2018) ($79,918.00) Storm Drainage work under subcontract to Kimmins Contracting Corp.

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50 Ajax Paving Industries of Florida, LLC

bmyers
# Equipment Pre Qualified

**Active Equipment Only**

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**CATEGORY : 30D- MOT & SURVEY & TPR Trailers**

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**CATEGORY : 30E- Paving Service Trailers**

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### Equipment Pre Qualified

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### CATEGORY : 30G- Concrete Service Trailer

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### CATEGORY : 35A- Prime Trucks

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# Equipment Pre Qualified

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### CATEGORY : 65B- Tractors Flowboy

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Active Equipment Only

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# AJAX PAVING INDUSTRIES OF FLORIDA, LLC.

## CONSTRUCTION EXPERIENCE OF PRINCIPAL SUPERVISORY PERSONNEL

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<tr>
<th>INDIVIDUAL'S NAME</th>
<th>POSITION/OFFICE</th>
<th>YEARS</th>
<th>TYPE OF WORK</th>
<th>EXPERIENCE</th>
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<td>Michael A. Horan, P.E.</td>
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<td>Vince Hafeli</td>
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<td>Natalie Woody, P.E.</td>
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<td>Scott Pittman, P.E.</td>
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<td>Andre DeCraene</td>
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<td>Mickey Cox</td>
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<td>Joseph Dutton</td>
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<td>5,6,7,8,9,10</td>
<td>29</td>
<td>Foreman/Superintendent</td>
<td></td>
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<tr>
<td>Brian Pittman</td>
<td>Asphalt Paving Superintendent</td>
<td>5,6,7,8,9,10</td>
<td>15</td>
<td>Foreman/Superintendent</td>
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<tr>
<td>Christie Alvaro, P.E.</td>
<td>Senior Estimator</td>
<td>5,6,7,8,9,10</td>
<td>22</td>
<td>Civil Engineer/Senior Estimator</td>
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<tr>
<td>Dave Reid</td>
<td>Senior Estimator</td>
<td>5,6,7,8,9,10</td>
<td>26</td>
<td>Senior Estimator</td>
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</tbody>
</table>

## Type of Work:

- **5** Grading (Includes Clearing and Grubbing, Excavation and Embankment
- **6** Drainage (All Storm Drains, Pipe Culverts, Culverts, etc.)
- **7** Flexible Paving (Includes Limerock, Shell Base and other Optional Base Courses, Soil-Cemented Base, Mixed-in-Place Bituminous Surface Treatments, and Stabilizing)
- **8** Portland Cement Concrete Paving
- **9** Hot Plant-Mixed Bituminous Structural and Surface Courses
- **10** Milling
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(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Guy Hurley, LLC
1080 Kirts Blvd., Suite 500
Troy, MI 48084

CONTACT NAME: Donna Griffiths
PHONE: (248) 519-1439
FAX: (248) 519-1461
EMAIL ADDRESS: dgriffiths@ghbh.com

INSURER(S) AFFORDING COVERAGE

INSURER: The Travelers Indemnity Co., A+ XV
INSURER: XL Insurance America Inc., A+ XV
INSURER: ACIC Insurance Company, A VIII
INSURER: Travelers Prop Casualty Co., A+ XV

COVERAGE NUMBER: 19-20 All Lines Dan
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<th>INSURED</th>
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<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED</td>
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<td>If yes, describe under DESCRIPTION OF OPERATIONS below</td>
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<td>INLAND MARINE</td>
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POLICY NUMBER: VTCX2KCRBA097342
6/1/2019
6/1/2020

POLICY NUMBER: VTCX2KCAAPBA097354
6/1/2019
6/1/2020

POLICY NUMBER: US00009141611119A
6/1/2019
6/1/2020

POLICY NUMBER: NCA0000004619
6/1/2019
6/1/2020

POLICY NUMBER: QT6304AC99255
6/1/2019
6/1/2020

LIMITS:

- EACH OCCURRENCE: $2,000,000
- DAMAGE TO RENTED PREMISES: $300,000
- MEDI EXP (Any one person): $5,000
- PERSONAL & ADV INJURY: $2,000,000
- GENERAL AGGREGATE: $4,000,000
- PRODUCTS - COMPO POL: $4,000,000
- EACH OCCURRENCE: $5,000,000
- AGGREGATE: $5,000,000
- E.L. EACH ACCIDENT: $1,000,000
- E.L. DISEASE - EA EMPLOYEE: $1,000,000
- E.L. DISEASE - POLICY LIMIT: $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

EVIDENCE OF COVERAGE

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
Richard McGregor, WEAL

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The ACORD name and logo are registered marks of ACORD
February 13, 2020

RE: Ajax Paving Industries of Florida, LLC

To Whom It May Concern:

The purpose of this letter is to advise you of the surety bond capacity and reputation of Ajax Paving Industries of Florida, LLC. We have had the continuing privilege of providing surety bonds for this company for more than 30 years.

We write bonds for Ajax Paving Industries of Florida, LLC through Liberty Mutual Insurance Company and extend to them a surety line in excess of $200,000,000.00 per single project and $500,000,000.00 in aggregate. Liberty Mutual Insurance Company is licensed to business in all states and has an A.M. Best Rating of “A” with a financial size of Class “XV”. Liberty Mutual Insurance Company’s Treasury Listing is $1,289,139,000.00.

Ajax Paving Industries of Florida, LLC is a professionally managed organization with an excellent reputation. They have an experienced organization and are well financed. We recommend Ajax Paving Industries of Florida, LLC to you without reservation.

Upon the request of Ajax Paving Industries of Florida, LLC, we will be pleased to execute Performance and Payment Bonds. This letter is not an assumption of liability, nor is it a bid or performance bond. The surety reserves the right to review the file and contract terms and conditions for acceptance prior to the authorization or execution of any performance and payment bonds.

Sincerely,

LIBERTY MUTUAL INSURANCE COMPANY

Holly Nichols, Attorney-in-fact
FORM 6: BID BOND

BID BOND NO. N/A

Ajax Paving Industries of Florida, LLC

KNOW ALL MEN BY THESE PRESENTS, that we _________________, as Principal, and ____________, a corporation licensed to do business in the State of Florida as a surety, are held firmly bound unto LEE COUNTY PORT AUTHORITY, LEE COUNTY, FLORIDA (obligee), in the sum of $_________ (Fifty Percent of the Amount of Bid----) for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this _______ day of _________, 2020.

WHEREAS, said Principal is herewith submitting a bid for RFB 20-34MMW, Airside Pavement Rehabilitation – Southwest Florida International Airport.

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the contract upon said bid within the specified time and shall enter into a written agreement, satisfactory in form, and shall provide an acceptable Performance and Payment Bond from a Surety acceptable to the Authority as well as other insurance as may be required by the Authority within ten (10) calendar days from the issuance of the written Notice of Intent to Award date, or within such extended period as the Port Authority may grant, then this obligation shall be null and void. Otherwise, said Principal and Surety shall pay to said Authority in money the difference between the amount of the bid of said Principal and the amount for which said Authority may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney’s fees incurred by said Port Authority if suit be brought hereon, but in no event shall said Surety’s liability exceed the penal sum hereof plus such expenses and attorney’s fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon finding from the Board of Port Commissioners for Lee County that the bid protest was frivolous and/or lacked merit.

Witness as to Principal: Ajax Paving Industries of Florida, LLC

(Principal)

Christie Adams

(By)

Witness as to Surety: Liberty Mutual Insurance Company

(Surety’s name)

Holly Nichols (By-As Attorney in Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
Certificate No: 8198083-013068

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority hereinafter set forth, does hereby name, constitute and appoint, Nicholas Ashburn; Ann Barick; Robert D. Heuer; Paul M. Hurley; Michael D. Lechner; Mark Madden; Richard S. McGregor; Holly Nichols; Jason Rogers

all of the city of Troy state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November, 2018.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 30th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company; The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries


Any officer or other officer of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.


Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies with facsimile signatures, has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of April, 2020.

By: Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAC Multi Co_062018
PART G – FORMS  Note: This form must be submitted with the bidder’s bid submittal

FORM 1: BIDDER’S CERTIFICATION

I have carefully examined this Request for Bids (RFB) which includes information for bidders, special instructions and requirements, project information, grant requirements, Davis Bacon Wage Rates, DBE, insurance and bond requirements, special conditions, general conditions and plans and technical specifications. I acknowledge receipt and incorporation of the following addenda. The cost, if any, of such revisions has been included in the price of the bid.

Addendum No. 1: dated April 1, 2020  Addendum No. 2: dated April 15, 2020
Addendum No. 3: dated April 21, 2020  Addendum No. 4: dated April 24, 2020

I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least 180 calendar days to allow the Authority time to properly evaluate this bid. I agree that the Authority terms and conditions (http://www.flylcpa.com/purchasing/) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

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

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

Ajax Paving Industries of Florida, LLC
NAME OF BUSINESS
One Ajax Drive
MAILING ADDRESS
North Venice, FL 34275
CITY, STATE & ZIP CODE
941-486-3600 / 941-486-3500
TELEPHONE NUMBER / FAX NUMBER
dsardella@ajaxpaving.com
EMAIL ADDRESS

Christie Alvaro - Asst. Corp. Secretary
FEDERAL IDENTIFICATION #
26-1871966

State of: Florida

County of: Sarasota

This foregoing instrument was acknowledged before me this 20th day of
April, 2020, by Christie Alvaro, who is personally known to
me as produced f/a - (personally known) as identification.

Signature of Notary

Serial/Commission No.

Notary Public - State of Florida
Commission No. GG 958927
My Comm. Expires Feb 26, 2024
Bonded through National Notary Assn.
REVISED FORM 2 - ADDENDUM 4
OFFICIAL BID FORM - This form must be submitted with the bidder's bid submittal

RFB20-34MMW

BIDDER: Ajax Paving Industries of Florida, LLC

BID DUE DATE: THURSDAY, APRIL 30, 2020
PRIOR TO 2:00 P.M. LOCAL TIME

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

The undersigned, hereinafter called "bidder," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid solicitation documents, including but not limited to, Information to Bidders, Special Instructions and Requirements, Project Information, Insurance and Bonding Requirements, Disadvantaged Business Enterprise Program requirements, Project Plans and Specifications, forms, and other contract documents, and having fulfilled bid requirements herein, agrees to furnish all labor, materials, equipment, and other incidental items, facilities and services necessary to perform:

REHABILITATION OF TAXIWAYS A, F, and G2
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

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

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<th>ITEM NO.</th>
<th>TECH. SPEC.</th>
<th>ITEM DESCRIPTION</th>
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<th>ESTIMATED QUANTITY</th>
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<td>M-107-2</td>
<td>SUBSURFACE PRESSURE GROUTING</td>
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<td>P-501-1</td>
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<td>SF</td>
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<td>P-620-4</td>
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Revised Official Bid Form
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<td>$24.75</td>
<td>$288,319.50</td>
</tr>
<tr>
<td>24</td>
<td>GEOTEXTILE FABRIC MOISTURE BARRIER</td>
<td>SF</td>
<td>75,168</td>
<td>$0.33</td>
<td>$24,727.60</td>
</tr>
<tr>
<td>25</td>
<td>EMULSIFIED ASPHALT TACK COAT</td>
<td>GAL</td>
<td>57,635</td>
<td>$3.85</td>
<td>$221,596.50</td>
</tr>
<tr>
<td>26</td>
<td>SODDING</td>
<td>CY</td>
<td>17,522</td>
<td>$35.10</td>
<td>$617,940.00</td>
</tr>
<tr>
<td>27</td>
<td>TOPSOIL (FURNISHED FROM OFF THE SITE)</td>
<td>CY</td>
<td>1,945</td>
<td>$35.10</td>
<td>$68,155.00</td>
</tr>
<tr>
<td>28</td>
<td>ALCMS MODIFICATIONS</td>
<td>ALLOW</td>
<td>1</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>29</td>
<td>ALCMS MODIFICATIONS CONTRACTOR EFFORT</td>
<td>LS</td>
<td>1</td>
<td>$41,150.00</td>
<td>$41,150.00</td>
</tr>
<tr>
<td>30</td>
<td>ELECTRICAL DEMOLITION</td>
<td>LS</td>
<td>1</td>
<td>$7,560.00</td>
<td>$7,560.00</td>
</tr>
<tr>
<td>31</td>
<td>EXISTING VAULT MODIFICATIONS</td>
<td>LS</td>
<td>1</td>
<td>$9,000.00</td>
<td>$9,000.00</td>
</tr>
<tr>
<td>32</td>
<td>TEMPORARY JUMPERS, LIGHTING AND SIGNAGE</td>
<td>LS</td>
<td>1</td>
<td>$9,490.00</td>
<td>$9,490.00</td>
</tr>
<tr>
<td>33</td>
<td>NO. 8 AWG, 5 KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT</td>
<td>LF</td>
<td>304,170</td>
<td>$1.57</td>
<td>$477,751.49</td>
</tr>
<tr>
<td>34</td>
<td>NO. 6 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE, INCLUDING CONNECTIONS AND GROUND RODS</td>
<td>LF</td>
<td>2,266</td>
<td>$1.45</td>
<td>$3,285.70</td>
</tr>
<tr>
<td>35</td>
<td>NON-ENCASING 1-WAY 2&quot; CONDUIT</td>
<td>LF</td>
<td>454</td>
<td>$5.85</td>
<td>$2,637.00</td>
</tr>
<tr>
<td>36</td>
<td>CONCRETE ENCASED 1-WAY 2&quot; CONDUIT</td>
<td>LF</td>
<td>796</td>
<td>$25.70</td>
<td>$20,492.20</td>
</tr>
<tr>
<td>37</td>
<td>NON-ENCASING 2-WAY 4&quot; DUCT</td>
<td>LF</td>
<td>550</td>
<td>$15.95</td>
<td>$8,722.50</td>
</tr>
<tr>
<td>38</td>
<td>NON-ENCASING 12-WAY 4&quot; DUCT</td>
<td>LF</td>
<td>260</td>
<td>$68.10</td>
<td>$17,702.00</td>
</tr>
<tr>
<td>39</td>
<td>L-852A(L) LED IN-PAVEMENT TAXIWAY CENTERLINE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-868 BASE CAN</td>
<td>EA</td>
<td>229</td>
<td>$175.00</td>
<td>$40,235.82</td>
</tr>
<tr>
<td>40</td>
<td>L-852B(L) LED IN-PAVEMENT TAXIWAY CENTERLINE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-868 BASE CAN</td>
<td>EA</td>
<td>654</td>
<td>$1,041.52</td>
<td>$688,128.00</td>
</tr>
<tr>
<td>41</td>
<td>L-881T(L) LED ELEVATED TAXIWAY EDGE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-867 BASE CAN</td>
<td>EA</td>
<td>605</td>
<td>$780.00</td>
<td>$471,900.00</td>
</tr>
<tr>
<td>42</td>
<td>NEW SIZE &quot;B&quot; L-887 BASE CAN FOR ANY NEW ELEVATED FIXTURE IN NEW PAVEMENT</td>
<td>EA</td>
<td>7</td>
<td>$8,000.00</td>
<td>$56,000.00</td>
</tr>
<tr>
<td>43</td>
<td>NEW SIZE &quot;B&quot; L-887 BASE CAN FOR ANY NEW IN-PAVEMENT FIXTURE IN NEW PAVEMENT</td>
<td>EA</td>
<td>13</td>
<td>$10,745.00</td>
<td>$139,685.00</td>
</tr>
<tr>
<td>44</td>
<td>ADJUST EXISTING SIZE &quot;B&quot; L-887 BASE CAN TO NEW FINISH GRADE</td>
<td>EA</td>
<td>55</td>
<td>$35,137.20</td>
<td>$1,927,034.00</td>
</tr>
</tbody>
</table>

Revised Official Bid Form
<p>| | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>45</td>
<td>L-125-5.7</td>
<td>NEW SIZE 3 2-MODULE SIGN ON NEW OR EXISTING CONCRETE FOUNDATION</td>
<td>EA</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>L-125-5.8</td>
<td>NEW SIZE 3 3-MODULE SIGN ON NEW OR EXISTING CONCRETE FOUNDATION</td>
<td>EA</td>
<td>29</td>
<td></td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>L-125-5.9</td>
<td>NEW CONCRETE FOUNDATION FOR SIZE 3 2-MODULE SIGN</td>
<td>EA</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>L-140-6.1</td>
<td>24 STRAND FIBER OPTIC CABLE</td>
<td>LF</td>
<td>550</td>
<td></td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>L-140-6.2</td>
<td>(3)-1.25 INNERDUCT</td>
<td>LF</td>
<td>550</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**GRAND TOTAL BID NUMBER:** $11,439,149.98

**NOTICE:** Quantity and unit price breakdown not highlighted in green is for informational purposes only. Bidders are responsible for verifying quantities to the degree he/she deems necessary in order to submit a lump sum bid. Quantities and unit prices will NOT be used to determine award in any case. The Grand Total Bid Number only will be used for consideration of low bid award. This is not a unit price contract. Unit prices highlighted in GREEN may be used to make contract adjustments ONLY in the event of a change in the work as approved by the owner. There will be NO adjustments for errors of quantity take offs or variations caused by existing conditions regardless of bidder's basis of information.

Bidder must bid on all bid items. Any bidder not bidding all bid items will be considered nonresponsive and disqualified.

**FAA Advisories to be followed (or newer version as updated by FAA):** FAA AC 150/5370-2G Operational Safety on Airports During Construction, FAA AC 150/5200-18C Airport Safety Self Inspection, FAA AC 150/5210-5D Painting, Marking & Lighting of Vehicles Used on an Airport, FAA AC 150/5200-33B Hazardous Wildlife Attractants on or Near Airports.

**NOTES / INSTRUCTIONS:**

1) All bidders are required to hold their bid prices for 180 days after the date bids are due. Bidder shall provide a Bid Bond with their bid submittal. Bid Bonds shall be provided in the amount of 5% of the Grand Total Bid Number.

2) Contractor shall submit a complete bid including pricing for the entire scope of work and by providing unit costs for each item indicated herein. It shall be the bidder's sole responsibility to ensure formatting and mathematical calculations be precise and correct. Bidder shall provide prices for all items to be considered a complete and responsive bid.

3) Basis for ranking of bids shall be determined by a number of factors including but not limited to the Grand Total Bid Number for all items within the bid schedule.

4) The bidder shall provide a Unit Price and the extended Bid Price for each line item in the bid schedule. Failure to follow bid instructions may be grounds for bid rejection.

5) Prospective responsive low bidder (based on Grand Total Bid Number) will enter into a lump sum contract with the Lee County Port Authority.

6) Estimated quantities herein are published solely for the purpose of establishing the basis for lump sum bid award. Quantities provided that are NOT highlighted in green are for information only. Bidders are solely responsible for verification of contract quantities NOT highlighted in GREEN. Quantities provided that are highlighted in GREEN shall be compensated based upon the final field verified quantity installed in place, assuming placement / installation of said items is deemed compliant to design intent by the CEI and Engineer of Record.

7) The project will be awarded as a lump sum contract according to the low responsive bidders provided Grand Total Bid Number. The Lee County Port Authority desires to make appropriate adjustments to only those item numbers highlighted in GREEN (also indicated with "**") at the appropriate time. The pay items highlighted in GREEN shall be compensated based upon the final field verified quantity installed in place, assuming placement / installation of said items is deemed compliant to design intent by the CEI and Engineer of Record. Specification C-110 Percent Within Limits (PWL) calculations will be used for acceptance of material associated with Hot Mix Asphalt Pavement.

8) Specification C-105-1 Mobilization shall be limited to 10 percent of the Grand Total Bid Number.

9) The bidder proposes to furnish all material, equipment and labor to execute all work associated with the project.

10) All project design documents and specifications take precedence over any bid notes mentioned herein.

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**Revised Official Bid Form**

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**Notary Public - State of Florida**

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**Ginger Johnson**

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**Corporate Seal**

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**2008**
REVISED OFFICIAL BID FORM (Page 4 of 4)

Each Bidder must demonstrate to the satisfaction of the LCPA that the minimum qualifications set forth in Part B have been met. Each bidder must provide the information requested below. Up to date and current contact information is the sole responsibility of the Bidder. The inability to perform reference checks due to the submittal of inaccurate or outdated reference contact information will be viewed as a negative aspect of the Bidder's response and may affect the LCPA's determination of responsiveness.

**Project Information and Reference**

1. Ajax Paving Industries of Florida, LLC
   
   **BIDDER NAME**
   
   Rehab of Runway 5-23 & Asoc. Taxiways
   
   **TAXIWAY OR RUNWAY PROJECT NAME**
   
   2018
   
   **YEAR PROJECT STARTED/COMPLETED**
   
   Dave Dale
   
   **AIRPORT CONTACT NAME**
   
   President
   
   **POSITION HELD ON PROJECT**
   
   Fort Myers, FL 33913
   
   **CURRENT CITY, STATE, ZIP CODE**
   
   ddale@oakfl.com
   
   **CURRENT EMAIL**
   
   $9,186,876.99
   
   **DOLLAR VALUE OF CONSTRUCTION**
   
   239-561-4141
   
   **CURRENT TELEPHONE #**

2. Ajax Paving Industries of Florida, LLC
   
   **BIDDER NAME**
   
   6160 AIRFIELD PAVEMENT RECONSTRUCTION AND REPLACEMENT
   
   **PROJECT NAME**
   
   2017/2018
   
   **YEAR PROJECT STARTED/COMPLETED**
   
   Scott A. Nesbitt
   
   **AIRPORT CONTACT NAME**
   
   Senior Project Director
   
   **POSITION HELD ON PROJECT**
   
   Tampa International Airport
   
   **AIRPORT NAME**
   
   $16,776,318.56
   
   **DOLLAR VALUE OF CONSTRUCTION**
   
   Senior Project Director
   
   **CURRENT ADDRESS**
   
   P.O. Box 22287
   
   **CURRENT ADDRESS**
FORM 3: LOBBYING AFFIDAVIT
Note: This form must be submitted with the bidder's bid submittal

Christie Alvaro, being first duly sworn, deposes and says that he or she is the (circle one as appropriate – sole owner, general partner, joint venture partner, president, secretary or authorized representative of bidder, maker of the attached bid and that neither the bidder nor its agents have lobbied to obtain an award of the agreement pursuant to this bid from the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this competitive solicitation.

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

AFFIANT: Christie Alvaro, Asst. Corp. Secretary
Date: April 23, 2020

State of: Florida
County of: Sarasota

This foregoing instrument was acknowledged before me this 23rd day of April, 2020 by Christie Alvaro, who is personally known to me or produced (personally known) as identification.

Signature of Notary

JAMIE L. SIMMONS
Notary Public - State of Florida
Commission # GG 958927
My Comm. Expires Feb 26, 2024
Bonded through National Notary Assn.
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: Ajax Paving Industries of Florida, LLC

Ginger Johnson
Notary Public - State of Florida
Commission # GG 124605
My Comm. Expires May 1, 2023
Bonded through National Notary Assn.

Note: This form must be submitted with the bidder’s bid submittal
FORM 5: BIDDER'S SCRUTINIZED COMPANIES CERTIFICATION

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

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

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

[Signature]
Authorized Signature

Christie Alvaro, Asst. Corp. Secretary

State of: Florida
County of: Sarasota

This foregoing instrument was acknowledged before me this 23rd day of April, 2020 by Christie Alvaro, who is personally known to me or produced a - (personally known) as identification.

Signature of Notary

Serial/Commission No.

Note: This form must be submitted with the bidder's bid submittal
FORM 9: Utilization Statement: Disadvantaged Business Enterprise (DBE). Note:
This form must be submitted with the bidder's bid submittal

By completing this form Bidders must identify and document whether they will meet the Port Authority's DBE participation goal for this project (14%), and if not, Bidders should identify and document its good faith efforts to meet the goal, as set forth in 49 CFR, Appendix A, Subpart C 26.53.

CERTIFIED DBE(s) LIST

<table>
<thead>
<tr>
<th>DBE Firm Name(s)</th>
<th>$ Value of Work</th>
<th>Percent of Total Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ongarde Contracting, Inc.</td>
<td>$1,605,000.00</td>
<td>14.04%</td>
</tr>
<tr>
<td>Type of Work/Specialty: Site work + misc mt/securety</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td>3.</td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td>4.</td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td>5.</td>
<td>$</td>
<td>%</td>
</tr>
</tbody>
</table>

Type of Work/Specialty: ___________________________  
Type of Work/Specialty: ___________________________  
Type of Work/Specialty: ___________________________

Attach Additional Sheets as Necessary

The undersigned bidder has satisfied the requirements of the bid conditions in the following manner.
(Please mark appropriate box)

☒ The bidder is committed to a minimum of [14] % DBE utilization on this project.
☐ The bidder, while unable to meet the established goal, hereby commits to a minimum of ________% DBE utilization on this project and also submits documentation, as an attachment(s) demonstrating good faith efforts (GFE).

<table>
<thead>
<tr>
<th>Total Value of Base Bid</th>
<th>$ 11,429,448.98</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total of DBE Subcontract(s) Work</td>
<td>$ 1,605,000.00</td>
</tr>
</tbody>
</table>

Print Bidder's/Offeror's Company Name: Ajax Paving Industries of Florida, LLC
Print Name of Authorized Representative: Christie Alvaro

Company Address: Ajax Paving Industries of Florida, LLC
City: North Venice State: FL Zip Code: 34275
Phone Number: 941-486-3600 E-mail: dsardella@ajaxpaving.com

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein, have agreed to perform a commercially useful function as described in 49 CFR Part 26.45(a) in the work items noted for each firm. The undersigned further understands that any changes to this statement may be made without prior approval from the Lee County Port Authority and the CM for this project.

Signature of Authorized Representative: Christie Alvaro, Asst. CM/Secretary Date: April 23, 2020
LETTER OF COMMITMENT  
Disadvantaged Business Enterprise  
(This page shall be submitted with bid submittal for each proposed DBE firm)

Bidder/Offeror  
Company Name: Ajax Paving Industries of Florida, LLC  
Project Name/#: Rehabilitation Of Taxiways A, F And G2 At SW FL Intl Airport

DBE Firm:  
Company Name: Ongrade Contracting, Inc.  
Address: 12409 SW Sheri Avenue, Unit 101  
City: Lake Suzy  
State: FL  
Zip: 34269

DBE Contact Person:  
Name: Debra A. Walker  
Phone: (941) 766-6191  
E-mail: debra@ongradecontracting.com

<table>
<thead>
<tr>
<th>Work Item(s) to be performed by DBE Firm</th>
<th>Quantity/Unit Price</th>
<th>Total Value of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site work, raise mast, security</td>
<td>1.5</td>
<td>$1,050,000.00</td>
</tr>
</tbody>
</table>

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

Total DBE contract amount: $1,050,000.00

Affirmation:  
The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Debra A. Walker  
(President)  
(Signature of DBE Firm's Authorized Representative)  
(Date)  
(Title)

*In the event the bidder does not receive award of bid, any and all representations in this Letter of Commitment and Affirmation shall be null and void.

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FORM 11: CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY. Submission of this form is REQUIRED with bid submittal.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder must complete, sign, date, and submit this certification statement with its proposal. The bidder must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (☑) or the letter "X".

☐ Bidder hereby certifies that it will comply with 49 USC § 50101 by:
   a) Only installing steel and manufactured products produced in the United States; or
   b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers issued listing; or
   c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder agrees:
   • To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
   • To faithfully comply with providing U.S. domestic products.
   • To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ Bidder hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type
4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder with the apparent low bid agrees:

a) To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.

b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the bid.

c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

d) To furnish U.S. domestic product for any waiver request that the FAA rejects.

e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

REQUIRED DOCUMENTATION
Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

a) Detailed cost information for total project using U.S. domestic product

b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date
April 28, 2020

Company Name
Ajax Paving Industries of Florida, LLC

Signature
Christie Alvaro, Asst. Corp. Secretary

Title
FORM 12: CERTIFICATE OF BUY AMERICAN COMPLIANCE-MANUFACTURERED PRODUCTS. Submission of this form with bidder's bid submittal is REQUIRED.

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder must complete, sign, date, and submit this certification statement with their bid. The bidder must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

✓ Bidder hereby certifies that it will comply with 49 USC § 50101 by:
  a) Only installing steel and manufactured products produced in the United States;
  b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder with the apparent low bid agrees:

  1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
  2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
  3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
  4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

REQUIRED DOCUMENTATION

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.

c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

a) Detailed cost information for total project using U.S. domestic product

b) Detailed cost information for total project using non-domestic product
False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

April 21, 2020

Ajax Paving Industries of Florida, LLC

Company Name

Christie Alvaro, Asst. Corp. Secretary

Title

[END OF FORM]
FORM 13: CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

Submission of this form with bidder’s bid submittal is REQUIRED.

CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

April 21, 2020
Date

Ajax Paving Industries of Florida, LLC
Company Name

Christie Alvaro, Asst. Corp. Secretary
Signature
Title
FORM 14: TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor: 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign
country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Signature of bidder: Christie Alvaro, Asst. Corp. Secretary

[END OF FORM]
RESOLUTION OF THE BOARD OF DIRECTORS OF
AJAX PAVING INDUSTRIES OF FLORIDA, LLC

Resolved, that the following individuals are authorized to enter into contracts and sign bonds with all governmental agencies, municipalities, private developers, and contractors for work performed on behalf of AJAX Paving Industries of Florida, LLC. In addition, resolved, that the following individuals have written authorization to acknowledge receipt of payment by signature on an appropriate Partial, Conditional or Final Waiver, process the filling of a Claim of Lien, Notice of Non-Payment or Satisfaction of Lien according to the Mechanics Lien Law, or process the recovery of outstanding monies due, through the means of Small Claims Court on behalf of AJAX Paving Industries of Florida, LLC, authorized to transact business in the State of Florida in the following manner:

Michael A. Horan
Chief Executive Officer/Manager

Steve Ayers
Alternative Contracting Project Manager

Vince Hafeli
President

Matt Dasotell
Area Manager Ft. Myers

Scott Pittman
Vice President of Operations North Region

Matt Horan
Area Manager Sarasota

Andre DeCraene
Vice President of Operations South Region

Natalie Woody
Secretary/Treasurer

David Reid
GM of Business Development

Christie Alvaro
Assistant Secretary

Joseph Minich
Area Manager Tampa

Jamie Simmons
Assistant Secretary

Felipe Saramillo
Alternative Contracting Project Manager

Ryan Pulmer
Director of Finance
12/19/2018

RE: DBE AFFIRMATIVE ACTION PLAN APPROVAL

The Disadvantaged Business Enterprise Affirmative Action Plan submitted by:

AJAX PAVING INDUSTRIES OF FLORIDA LLC

has been approved for a period of three years. Please update and submit a new plan before the expiration date shown below. If you do not plan to work on any Florida Department of Transportation Projects, it will not be necessary for you to submit a new plan.

If you need any additional information, please contact me at (850) 414-4747

Sincerely,

[Signature]

Stefan Kulakowski
State Contract Compliance Administrator
Equal Opportunity Office

AFFIRMATIVE ACTION PLAN EXPIRATION: 12/19/2021

This plan is one of the requirements to bid on contracts for the Florida Department of Transportation. This is not approval for Unified Certification Program Disadvantaged Business Enterprise (UCP/DBE) Certification. For additional information in becoming a DBE, contact the Certification Section at (850)414-4747.
### TABLE A

<table>
<thead>
<tr>
<th>JOB CATEGORIES</th>
<th>TOTAL EMPLOYEES</th>
<th>TOTAL MINORITIES</th>
<th>BLACK (Not of Hispanic Origin)</th>
<th>HISPANIC</th>
<th>AMERICAN INDIAN OR ALASKAN NATIVE</th>
<th>ASIAN</th>
<th>NATIVE HAWAIIAN OR PACIFIC ISL.</th>
<th>TWO OR MORE RACES</th>
<th>WHITE (Not of Hispanic Origin)</th>
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</thead>
<tbody>
<tr>
<td>OFFICIALS (MANAGERS)</td>
<td>M    0</td>
<td>F    0</td>
<td>M    0</td>
<td>F</td>
<td>M  0</td>
<td>F</td>
<td>M  0</td>
<td>F    1</td>
<td>M  0</td>
</tr>
<tr>
<td>SUPERVISORS</td>
<td>M    0</td>
<td>F    0</td>
<td>M    0</td>
<td>F</td>
<td>M  0</td>
<td>F</td>
<td>M  0</td>
<td>F    1</td>
<td>M  0</td>
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<tr>
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<td>F</td>
<td>M  1</td>
<td>F</td>
<td>M  1</td>
<td>F    10</td>
<td>M  2</td>
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<tr>
<td>ADMINISTRATIVE SUPPORT</td>
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<td>M    0</td>
<td>F</td>
<td>M  0</td>
<td>F</td>
<td>M  0</td>
<td>F    10</td>
<td>M  2</td>
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<td>EQUIPMENT OPERATORS</td>
<td>M  109</td>
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<td>M  55</td>
<td>F</td>
<td>M  1</td>
<td>F</td>
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<td>TRUCK DRIVERS</td>
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<td>F</td>
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<td>M    0</td>
<td>F</td>
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<td>F</td>
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<td>M  1</td>
<td>F</td>
<td>M  2</td>
<td>F    1</td>
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<td>CEMENT MASONS</td>
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<td>M  9</td>
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<td>M  5</td>
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<td>M  4</td>
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<td>M  1</td>
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<td>M  1</td>
<td>F    1</td>
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<td>F</td>
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<td>M  0</td>
<td>F    0</td>
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<tr>
<td>LABORERS, SEMI-SKILLED</td>
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<td>F  1</td>
<td>M  20</td>
<td>F</td>
<td>M  1</td>
<td>F</td>
<td>M  8</td>
<td>F    13</td>
<td></td>
</tr>
<tr>
<td>LABORERS, UNSKILLED</td>
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<td>F  2</td>
<td>M  30</td>
<td>F</td>
<td>M  1</td>
<td>F</td>
<td>M  18</td>
<td>F    28</td>
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<td>M  141</td>
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<td>M  3</td>
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<td>M  79</td>
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</table>

### TABLE B

<table>
<thead>
<tr>
<th>On-The-Job Trainees (OJ)</th>
<th>M</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3</td>
<td>2</td>
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</tbody>
</table>

### TABLE C

<table>
<thead>
<tr>
<th>On-The-Job Trainees (OJ)</th>
<th>M</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5</td>
<td>0</td>
</tr>
</tbody>
</table>

5. **IF ANY EMPLOYEES REPORTED IN 'TABLE A' ARE APPRENTICES, NAME OF THE PROGRAM, JOB CATEGORY, COUNT, RACE & SEX.**

6. **SUMMARIZE ALL HIRES FOR THE REPORTING PERIOD BY JOB CATEGORY, RACE, SEX (USE ADDITIONAL SHEET IF NEEDED).**

**NEW HIRED REPORTING PERIODS ARE: JAN 1-MAR 30 OR APR 1-JUN 30 OR JUL 1-SEP 30 OR OCT 1-DEC 31**

See attached.

---

7. **PREPARER**

<table>
<thead>
<tr>
<th>Name</th>
<th>Email Address</th>
<th>Phone</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Linda Bailey</td>
<td><a href="mailto:bailey@ajaxpaving.com">bailey@ajaxpaving.com</a></td>
<td>(941) 486-3383</td>
<td>Linda Bailey</td>
<td>1/17/2020</td>
</tr>
</tbody>
</table>

8. **REVIEWER**

---
Directions: Email the fully completed and signed form to eeoforms@dot.state.fl.us

Section 1: COMPANY IDENTIFICATION

1. Contractor Name: AJAX Paving Industries of Florida LLC
2. FEID No.: 26-1871966
3. Home Office Mailing Address: One Ajax Drive
   (street)
   North Venice, FL 34275
5. Main Phone Number: (941) 486-3600
6. Fax Number: (941) 486-3500
7. What is being Changed?
   Initial EEO Officer Notice to FDOT: Yes
   New Person Appointed: No
   Appointee Changed Name: No
   Contact Data Changed: No

Section 2: EEO OFFICER IDENTIFICATION

6. Name of EEO Officer: Linda Bailey
   EEO Officer
10. Work Address of EEO Officer: One Ajax Drive
    North Venice, FL 34275
12. EEO Officer Phone Number: (941) 486-3600
14. EEO Officer email address: lbailey@ajaxpaving.com

Section 3: SIGNATURE OF CORPORATE OFFICIAL

As required in the Equal Employment Opportunity Special Provisions included in Federally Funded Highway Construction Contracts and as required in the Equal Employment Opportunity Requirements included in all State funded highway construction contracts, this official notice of EEO Officer appointment (and/or update) is made to the Florida Department of Transportation and the U.S. Federal Highway Administration (FHWA). I understand that additional Information regarding the EEO Officer, the EEO Policy and other aspects of the construction contract compliance program may be found in the EEO Construction Contract Compliance Workbook.

Appointing Official’s Signature: Linda Bailey
Date: 12/17/2018

(This Section For FDOT Use) Section 4: Processing of Notification

Processed by: (First and Last Name) 12/ 18/ 18
DISTRIBUTION: Original to FDOT Central EEO Office Files; Copy: Mailed to Contractor
UPDATE ACTION: Input in EOR System
## Company Information

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Ajax Paving Industries of Florida, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company ID Number</td>
<td>300402</td>
</tr>
<tr>
<td>Doing Business As (DBA)</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>DUNS Number</td>
<td>032436479</td>
</tr>
</tbody>
</table>

### Physical Location:
- **Address 1:** One Ajax Drive
- **City:** North Venice
- **State:** FL
- **Zip Code:** 34275
- **County:** SARASOTA

### Mailing Address:
- **Address 1:**
- **Address 2:**
- **City:**
- **State:**
- **Zip Code:**

### Additional Information:
- **Employer Identification Number:** 261871986
- **Total Number of Employees:** 100 to 499
- **Parent Organization:** Administrator:

### Organization Designation:
- **Employer Category:** None of these categories apply

<table>
<thead>
<tr>
<th>NAICS Code</th>
<th>237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Hiring Sites</td>
<td>2</td>
</tr>
<tr>
<td>Total Points of Contact</td>
<td>2</td>
</tr>
</tbody>
</table>
Ajax Paving Industries of Florida, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

- Exempt payee code (if any)
- Exemption from FATCA reporting code (if any)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition of a secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
CORPORATE SUBSTANCE ABUSE PROGRAM

STATEMENT OF POLICY

This Company has a legal responsibility to comply with the United States Department of Transportation's (US DOT) regulations regarding the testing of Company employees. To accomplish that end, the Company cannot condone and will not tolerate any of the following behaviors by its employees:

A. Use of illicit drugs.
B. Abuse of legal drugs (prescription or over-the-counter).
C. Abuse of alcohol.
D. Sale, purchase, transfer or use or possession of illegal drugs or prescription drugs obtained illegally.
E. Arrival for work under the influence of drugs or alcohol.

Should any of the above mentioned behaviors be detected, the Company will terminate the employee.

The testing of an employee's urine for drugs is an effective means to identify those in need of treatment or disciplinary action. However, the urine testing program is intended to supplement, not replace, other means of drug or alcohol detection.

Michael A. Horan
President
AJAX

Ajax Paving Industries of Florida, LLC

NORTH VENICE OFFICE
One Ajax Drive
North Venice, FL 34275
941.486.3600
941.486.3500 Fax

FORT MYERS OFFICE
13350 Rickenbacker Pkwy
Fort Myers, FL 33913
239.936.9444
239.936.9445 Fax

TAMPA OFFICE
5100 West Lemon Street, Suite 106
Tampa, FL 33609
813.769.1990
813.769.1991 Fax

HOT-MIX ASPHALT PLANTS

NORTH VENICE PLANT 1
One Ajax Drive
North Venice, FL 34275
941.486.3420 Tower
941.486.8771 Fax

PUNTA GORDA PLANT 2
40851 Cook Brown Road
Punta Gorda, FL 33982
239.543.4544 Tower
239.543.1105 Fax

PORT MANATEE PLANT 3
12165 U.S. 41 North
Palmetto, FL 34221
941.845.1138 Tower
941.721.3155 Fax

FORT MYERS PLANT 4
7121 Pennsylvania Street
Fort Myers, FL 33912
239.489.3320 Tower
239.489.9973 Fax

ODESSA PLANT 5
11603 S.R. 54
Odessa, FL 33556
727.375.5780 Tower
727.375.5750 Fax

TAMPA PLANT 6
6050 Jensen Road
Tampa, FL 33619
813.574.8331 Tower
813.574.8334 Fax

LARGO PLANT 7
1550 Starkey Road
Largo, FL 33771
727.499.2168 Tower
727.499.2169 Fax

www.ajaxpaving.com