

GOAA DATE 12-20-17
ITEM NO. 5-00
DOCUMENTARY # 9903



GREATER ORLANDO AVIATION AUTHORITY

REQUEST FOR PROPOSALS

PURCHASING PROPOSAL 11-17

CREATIVE SERVICES

ORLANDO INTERNATIONAL AIRPORT

ORLANDO, FLORIDA

AMENDMENT NO. 2

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY
AND
APPLETON CREATIVE, INC

TO

PURCHASING CONTRACT 11-17

THIS AMENDMENT NO. 2 made and entered into as of the 3 day of MARCH, 2021, by and between the GREATER ORLANDO AVIATION AUTHORITY (hereinafter referred to as "Authority") and APPLETON CREATIVE, INC (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated March 1, 2018, Contractor agreed to provide all creative services for advertising materials, promotional materials, collateral materials, and related special projects including, but not limited to, writing, designing, illustrating and otherwise preparing materials for the Orlando International Airport, Orlando, Florida; and

WHEREAS, the Contract provides Authority with two (2) options to renew the term of the Contract for additional periods of one (1) year each; and

WHEREAS, Authority desires to exercise its first option to renew the term of the Contract for an additional period of one (1) year.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the parties hereby amend the Contract as follows:

1. **Renewal Term of Contract**. The term of the Contract shall be, and hereby is renewed and extended for a period of one twelve (12) months, commencing effective as of March 1, 2021, and expiring February 28, 2022.
2. **Compensation**. Authority shall pay to the Contractor during the first renewal option, upon satisfactory completion of the work required by the provisions of the Contract, the Fees and Hourly Rates as found in Attachment "A-2", First Renewal Option Prices. Compensation shall be paid pursuant to the terms and conditions of the Contract.
3. **Suit/Proceedings**. The Contractor agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Contract or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida, and Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.
4. **Public Entity Crimes Act**. The Contractor acknowledges the following notice: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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 set forth in s.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."

5. **Continuing Effect of Contract Provisions.** Except as amended by this Amendment No. 2, the Contract shall continue in full force and effect in accordance with its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be duly executed as of the date and year first above written.

"AUTHORITY"

ATTEST:

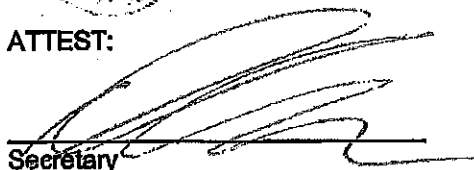
Digitally signed by
Larissa Bou-Vazquez
Mar 3, 2021 5:03pm



Assistant Secretary



ATTEST:

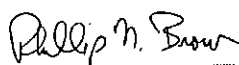


Secretary

[CORPORATE SEAL]

GREATER ORLANDO AVIATION AUTHORITY

Phillip N Brown
Chief Executive Officer
Mar 3 2021 4:03 PM

By: 
Chief Executive Officer

DocuSign

"CONTRACTOR"

APPLETON CREATIVE, INC

By:



Its:

CEO

DIANA LARUE

Print or Type Name and Title

Approved as to Form and Legality
this 24 day of February 2021

NELSON MULLINS BROAD AND CASSEL

By: 
Greater Orlando Aviation Authority

AMENDMENT NO. 1

BY AND BETWEEN

**GREATER ORLANDO AVIATION AUTHORITY
AND
APPLETON CREATIVE, INC**

TO

PURCHASING CONTRACT 11-17

THIS AMENDMENT NO. 1 made and entered into as of the 5 day of OCTOBER, 2018, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Authority") and **APPLETON CREATIVE, INC** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated March 1, 2018, Contractor agreed to provide all creative services for advertising materials, promotional materials, collateral materials, and related special projects including, but not limited to, writing, designing, illustrating and otherwise preparing materials for the Orlando International Airport, Orlando, Florida; and

WHEREAS, the Authority desires and the Contractor agrees to amend the Contract to provide additional services (the "Additional Services"); and

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the parties hereby amend the Contract as follows:

1. **Additional Services.** Effective on July 1, 2018, Contractor shall provide the identified Additional Services as outlined on Attachment "A-1", Additional Services.
2. **Compensation.** Authority shall pay to the Contractor during the term of the Contract, upon satisfactory completion of the work required by the provisions of the Contract, the Hourly Rates as shown on Attachment "A-1", Additional Services, attached hereto. Compensation shall be paid pursuant to the terms and conditions of the Contract.
3. **Suit/Proceedings.** The Contractor agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Contract or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida, and Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.
4. **Public Entity Crimes Act.** The Contractor acknowledges the following notice: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or

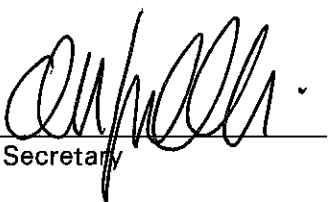
services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount set forth in s.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."

5. Continuing Effect of Contract Provisions. Except as amended by this Amendment No. 1, the Contract shall continue in full force and effect in accordance with its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed as of the date and year first above written.

"AUTHORITY"

ATTEST:


Assistant Secretary

GREATER ORLANDO AVIATION AUTHORITY

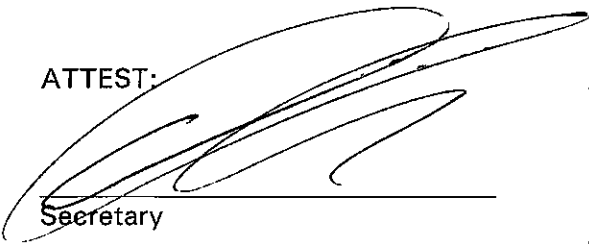
By: 

Chief Executive Officer

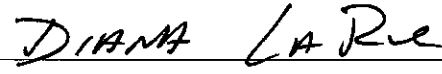
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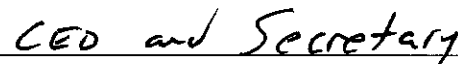
"CONTRACTOR"

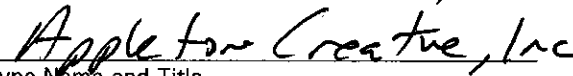
ATTEST:


Secretary

APPLETON CREATIVE, INC

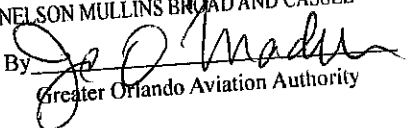
By: 

Its: 


Print or Type Name and Title

Approved as to Form and Legality
this 24 day of Sept, 2018

NELSON MULLINS BROAD AND CASSEL

By: 

Greater Orlando Aviation Authority

ATTACHMENT "A-1"
ADDITIONAL SERVICES

ITEM	SERVICES	HOURLY RATE
ADDITIONAL SERVICES		
1.	Graphic Design and production for web, print and video.	\$125.00
2.	Copywriting/Script writing	\$125.00
3.	Programming and Animation	\$155.00
4.	Production	\$100.00
5.	Proofing	\$ 90.00
6.	Still Photography Shoot	\$225.00
7.	Production: Scouting	\$100.00
8.	Production: Art Director	\$125.00
9.	Set-Up and Pre-Press Production for Graphics/Web	\$125.00
10.	Set-Up and Testing	\$155.00
11.	Audio Editing for Video/Film	\$155.00
12.	Video Editing for Video/Film	\$155.00
13.	Production – Producer	\$125.00
14.	Video Production Assistant	\$ 90.00
15.	Video Shoot High Definition	\$225.00
16.	Boom	\$350.00
17.	Green Screen	\$200.00
18.	Prints for proofs and mock-ups	\$ 3.00
19.	WMV Digital Movie File	\$ 25.00
20.	Music Cuts	\$150.00
21.	In-House Printing – (color processed/per print side)	\$ 1.50

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PURCHASING PROPOSAL 11-17
CREATIVE SERVICES
ORLANDO, FLORIDA

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Specification	S-1 to S-8

ADDENDUM NO. 2
TO
PURCHASING BID 03-18
CREATIVE SERVICES
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA

May 15, 2017

This addendum forms a part of the Bid Documents described above. The original Bid Documents remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

ITEM 1: Question: Is there a technical review committee that will make a recommendation to the board? And if so, who is on it?

Answer: Staff will make its review of all Proposals submitted and will provide to the Concessions/Procurement Committee (CPC) its findings. The CPC members will review staff findings and, along with their own findings, decide if they want to shortlist and/or to interview the Proposers as part of the evaluation process. After completing its review/evaluation, the CPC will then make a recommendation of ranking which will be presented to the Authority Board for approval. Members of the CPC are as follows: Chair, Ronald L. Lewis, Deputy Executive Director – Operations; Vice Chair, Kathleen Sharman, Chief Financial Officer; Bradley Friel, Director of Planning; Tom Draper, Director of Airport Operations; and Brian Engle, Director of Customer Service. As a reminder, all forms of communication to any staff and/or Committee/Board member is prohibited from the time that the Solicitation is released to the time that the award is made (see Section 9 of the Instructions to Proposers, Pages IP-5 and IP-6).

* * * * * END OF ADDENDUM NO. 2 * * * * *


Vlad Opreanu
Senior Purchasing Agent

5/15/17
Date

ADDENDUM NO. 1
TO
PURCHASING BID 03-18
CREATIVE SERVICES
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA

May 8, 2017

This addendum forms a part of the Bid Documents described above. The original Bid Documents remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

ITEM 1: Replace Page 1, Page IP-2, and Page PF-9 with corrected Page 1, Page IP-2, and Page PF-9. These pages are being revised to identify examples will be present at the pre-bid meeting not samples.

ITEM 2: Replace Page IP-3 with corrected Page IP-3. Section 3.5 is revised to identify which samples must be provided and which samples are not mandatory but can be submitted.

ITEM 3: Question: What is the estimated budget for this contract?

Answer: The not to exceed amount for this service was approved for \$230,000.00 for the last year of the current contract. The Authority is estimating a similar amount for the first year of this contract.

ITEM 4: Question: For whom are these pieces created for primarily?

Answer: Each piece is focused for a variety of different groups to include but not limited to passengers, employees, media and executives.

ITEM 5: Question: What magazines do you advertise in?

Answer: The Authority advertises in a variety of different sources which includes but is not limited to aviation publication, airport publications and leisure publications.

ITEM 6: Question: Who is your current incumbent and how long have they held the contract?

Answer: The current incumbent is Appleton Creative, LLC and has held the creative services contract for over 8 years.

ITEM 7: Question: Section 3.5 does not state that the Authority would like video samples. Is it acceptable to submit a video sample?

Answer: Yes, it is acceptable to submit a video sample but it is not required.

ITEM 8: Question: Nothing is listed in the Contract Document about providing bilingual items. Will the Authority require any bilingual projects?

Answer: Yes, there will be a small requirement for bilingual projects and possibly more in the future.

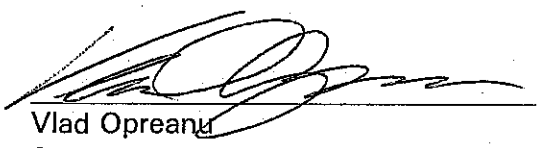
ITEM 9: Question: Do you currently have any social media personnel on staff?

Answer: Yes, the Authority has one social media employee on staff.

ITEM 10: Question: Will the Authority provide a copy of the sign-in sheets for the Pre-Bid Conference?

Answer: Yes, the Authority will provide a copy of the sign-in sheet for the Pre-Bid Conference which is included as Attachment "A" to this Amendment.

* * * * * END OF ADDENDUM NO. 1 * * * * *


Vlad Opreanu
Senior Purchasing Agent

5/8/17
Date

REQUEST FOR PROPOSALS
GREATER ORLANDO AVIATION AUTHORITY
PURCHASING PROPOSAL 11-17
CREATIVE SERVICES

Sealed Proposals for **Purchasing Proposal 11-17, Creative Services**, at the Orlando International Airport, will be received by the Greater Orlando Aviation Authority, hereinafter called "Authority."

The proposed Contract will be to furnish creative services for advertising materials, promotional materials, collateral materials, and related special projects (collectively the "Projects") including, but not limited to, writing, designing, illustrating and otherwise preparing materials for use by the Authority, and all other items necessary or proper for, or incidental to, performing Creative Services at the Orlando International Airport ("OIA") in accordance with the Contract Documents. Contractor shall act as the Authority's limited agent when authorized in writing by the Authority, on a non-exclusive basis, in the purchase of materials and services (including branding, printing services, web/social media services, graphic design and other media) required in support of the Projects.

The Contract period will be for thirty-six (36) months with the initial service to commence on or about September 15, 2017, and with the Authority having options to renew the Contract for two (2) additional periods of one (1) year each.

The Contract work shall not be divisible, but shall be awarded, if an award is made, to a single Proposer.

Proposal packages will be available for examination Tuesday, April 25, 2017, and may be obtained by visiting the Authority Purchasing Department's website at www.orlandoairports.net/purchasing for download availability or by visiting AirportLink's website at <http://AirportLink.perfect.com> or by calling AirportLink at (866) 889-8533. AirportLink provides supplier registration services, document fulfillment and other purchasing related services to the Authority and to suppliers doing business with the Authority. Any award resulting from this solicitation will not require any payment by the supplier to AirportLink. If you received this solicitation document from any source other than AirportLink (WebProcure), please promptly register your interest in this solicitation with AirportLink. Questions concerning this Proposal package should be addressed to Vlad Opreanu at (407) 825-6427, by facsimile (407) 825-4020, or by e-mail at vlad.opreanu@goaa.org.

A PRE-PROPOSAL CONFERENCE will be held at 2:00 p.m., Wednesday, May 3, 2017, at the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338. The conference will include a review of the Proposal Documents, a question and answer period. **Attendance at the Pre-Proposal Conference is not mandatory but is strongly encouraged as the Authority will have examples of items (1 through 22) as found on Pages PF-9 and PF-10.** Proposers are expected to be familiar with the Proposal Documents and to provide the Authority with any questions regarding the Proposal Documents at the Pre-Proposal Conference.

Sealed Proposals will be received at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida

opened and read. Proposals may be delivered prior to the above time and date to the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338. **Proposals transmitted electronically or by facsimile will not be accepted.** Any Proposal received after the time and date specified for the opening of the Proposals will not be considered, but will be returned unopened. The Authority's Purchasing Manager will designate an official timepiece which shall be used to determine the official time for opening of Proposals, and which time shall be deemed correct and conclusive.

A Proposal must be submitted on a reproduced copy of the Proposal Forms supplied, including any addenda which may be issued, and must be submitted in a sealed envelope which shall be clearly marked Purchasing Proposal 11-17, Creative Services, at the Orlando International Airport. Fifteen (15) additional copies of the Proposal should also be included with the original Proposal. The original Proposal shall be submitted in hard copy format and clearly marked "Original". Additionally, an exact electronic copy of the Proposal should be included with the Original Proposal on an individual electronic USB Flash Drive.

No Proposal may be withdrawn for a period of ninety (90) days after the time and date scheduled for Proposal opening.

The Proposer awarded the Contract must also provide, within ten (10) business days after written Notice of Award, proof of liability insurance in the amount of **(One) Million Dollars (\$1,000,000.00)**, along with any other required insurance coverages and evidence of business or occupational license, as outlined in the Proposal Documents.

The Authority reserves the right to waive any informalities or irregularities of Proposals, to request clarification of information submitted in any Proposal, to request additional information from any Proposer, or to reject any or all Proposals, and to readvertise for Proposals. The Authority also reserves the right to extend the date and time period during which it will accept Proposals and to extend the date or time scheduled for the opening of Proposals.

Award, if made, will be to the responsible and responsive Proposer submitting the Proposal which is deemed by the Authority, in its sole discretion, to be the most advantageous to the Authority, price and other factors being considered.

The Owner ("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.

You should note that Section 12 of the Instructions to Proposers describes irregularities in Proposals that may cause them to be rejected by the Authority. Included in these irregularities are those such as conditions, limitations, or unauthorized alternative Proposals which may require the Authority to reject a Proposal. You are strongly urged to seek the Authority's written advice **BEFORE** you submit a Proposal containing any of the irregularities described in Section 12 of the Instructions to Proposers.

GREATER ORLANDO AVIATION AUTHORITY

INSTRUCTIONS TO PROPOSERS

1. INTENT:

It is the intent of these Instructions to establish guidelines for the proper completion of the Proposal Forms. These Instructions to Proposers provide guidance and explanation for subsequent Proposal Forms and Contract Documents. Please read all instruction paragraphs.

2. GENERAL:

- 2.1 This Contract will be to furnish creative services for advertising materials, promotional materials, collateral materials, and related special projects (collectively the "Projects") including, but not limited to, writing, designing, illustrating and otherwise preparing materials for use by the Authority, and all other items necessary or proper for, or incidental to, performing Creative Services at the Orlando International Airport ("OIA") in accordance with the Contract Documents. Contractor shall act as the Authority's limited agent when authorized in writing by the Authority, on a non-exclusive basis, in the purchase of materials and services (including branding, printing services, web/social media services, graphic design and other media) required in support of the Projects.
- 2.2 Contract period will be thirty-six (36) months with the initial service to commence on or about September 15, 2017, and with Authority having options to renew the Contract for two (2) additional periods of one (1) year each upon the same terms and conditions, except compensation to the Contractor which shall be established by negotiation between the parties, subject to the limitations stated below. The option years compensation will be based on the annual unit prices. If the parties cannot successfully negotiate pricing for any renewal option year, the Authority may exercise its option to renew the Contract for such option year at the maximum prices described below. The compensation due to the Contractor in the first renewal option year, if exercised, may not exceed the annual unit prices for the immediately preceding year, increased by a percentage that equals the percentage, if any, by which the Consumer Price Index, United States City Averages, Urban Wage Earners and Clerical Workers (CPI-W), All Items (1982-84=100) ("CPI") published from time to time by the United States Bureau of Labor Statistics in effect as of the end of the thirtieth (30th) month of the Contract term exceeds the CPI in effect as of the end of the eighteenth (18th) month of the Contract term. The Compensation due to the Contractor in the second renewal option year, if exercised, may not exceed the annual unit prices for the immediately preceding year, increased by a percentage that equals the percentage, if any, by which the CPI in effect as of the end of the forty-second (42nd) month of the Contract term exceeds the CPI in effect as of the end of the thirtieth (30th) month of the Contract term.
- 2.3 The Contract work shall not be divisible, but shall be awarded, if an award is made, to a single Proposer.
- 2.4 The Contract, if awarded, shall not be construed to create unto the Contractor any exclusive rights with respect to any of the Authority's creative service requirements. The Authority may in its sole discretion award any additional or similar services to any third party, or the Authority may elect to perform all or a portion of the services by its own employees.

- 2.5 A Proposer's Proposed Fee Schedule (line items 1 to 26 on Page PF-9 through Page PF-14) shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Proposer's costs during the initial term of the Contract must be reflected in its prices set forth in its Proposal. The Authority shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Proposer's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Proposer's overhead costs, including, but not limited to, costs of the required bonds and insurance coverages, shall be included in such Proposer's prices listed in its Proposal.
- 2.6 Each Proposer shall submit its Proposed Fee Schedule on Page PF-9 through Page PF-14 as follows:
- 2.6.1 Each Proposer shall provide on Page PF-9 through Page PF-14 its Fees for the Design and Proofs for Years 1, 2, and 3 for providing the various Creative Services for each item listed on lines 1 to 22 (in accordance with the Specification and the examples displayed at the Pre-Proposal Conference). Proposers shall not include the cost of paper or printing in their Fees. Fees may be entered as a single number or as a rate range.
- 2.6.2 In addition, each Proposer shall provide on Page PF-10, Page PF-12, and PF-14 its Hourly Rates for Years 1, 2, and 3 for providing the Additional Creative Services as needed for each item listed on lines 23 to 26 (in accordance with the Specification). Proposers shall not include the cost of paper or printing in their Hourly Rates. If a specific task is not rate specific, then Proposer shall provide a rate range for that task.
- 2.7 Any Proposal that fails to include all of the prices as requested in its Proposed Fee Schedule on Page PF-9 through Page PF-14 may be deemed non-responsive to the Request.

3. PROPOSAL CONTENTS:

Each Proposal shall include the items described in Section 4 below and Proposal Form Pages PF-1 to PF-15, completed and executed as described herein. In addition, each Proposal shall include the following (on 8 ½" X 11" pages):

- 3.1 Each Proposer shall provide with its Proposal the resumes, including the details of their qualifications, of all individual(s) in the Proposer's design and production departments to include curriculum vitae, relevant college, graduate and/or professional courses, and creative awards including the number of personnel and details of the stability and turnover in the Proposer's design and production departments.
- 3.2 Each Proposer shall provide with its Proposal the name, qualifications, and current resume for its proposed Account Manager who will carry out the day to day obligations of the Contract (see Section 1.49 of the Specifications, Page S-4).
- 3.3 Each Proposer shall provide an explanation of Proposer's computer graphic systems capabilities available, including pre-press options and availability and output devices.

- 3.4 Each Proposer shall provide a list of any of the Proposer's current accounts that might be perceived as a conflict of interest if the Proposer becomes the Authority's Contractor, and a narrative discussing how the Proposer intends to deal with this conflict. The successful Proposer shall promptly notify the Authority in writing of any account or assignment undertaken that could be considered as conflicting with the work being performed for the Authority.
- 3.5 Each Proposer shall provide evidence that the Proposer is satisfactorily providing, or has provided creative services in support of similar work required under this Proposal. Therefore, each Proposer must provide with its Proposal samples of both the Annual Report (line item 1 on Page PF-9) and Brochures of any kind (line item 3 to 7 on Page PF-9). Each Proposer may also provide samples of some or all of the following as found on Pages PF-9 and PF-10: Comprehensive Annual Financial Report (CAFR) (line item 2), Marketing Presentation (line item 8), Press Kit Cover (line item 9), Shopping Guide (line item 10), and Advertisements (any size) (line item 13 to 21). All the samples provide should represent the minimum quality of the work being offered for the types of products listed (line items 1 through 22). These samples shall be considered during the evaluation of proposals for quality of performance for the work provided in any Contract resulting from this solicitation (see Section 33.2.5 of the Instructions to Proposers, Page IP-12).

4. EXAMINATION OF PROPOSAL/CONTRACT DOCUMENTS:

Proposals will be received, opened and read at the time and place specified in the Request for Proposals. Proposers or their authorized agents are invited to be present. Proposals received after the time and date specified will not be considered, and will be returned unopened. All prospective Proposers shall thoroughly examine and become familiar with the Proposal package and carefully note the items which must be submitted with the Proposal, such as:

- 4.1 a list of Contract References;
- 4.2 a Certificate of Non-Segregated Facilities; and
- 4.3 any other information specifically called for in these Proposal Documents.

(These Instructions to Proposers, the Request for Proposals, the Proposal Forms, the Contract, the General Conditions, and the Specifications are referred to herein as the "Proposal Documents" or the "Contract Documents.") Submission of a Proposal shall constitute an acknowledgment that the Proposer has read and understands the Proposal Documents. The failure or neglect of a Proposer to receive or examine any Proposal Document shall in no way relieve it from any obligations under its Proposal or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.

5. ADDENDA-CHANGES WHILE PROPOSING:

Other than during the Pre-Proposal Conference, the Authority shall not be required to provide to any Proposer verbal interpretations as to the meaning of any portion of the Proposal Documents. Requests for interpretation, clarification or correction of Proposal Documents,

INSTRUCTIONS TO PROPOSERS (Continued)

by Authority to a request by a Proposer for clarification or correction will be made in the form of a written Addendum. All parties to whom the Proposal packages have been issued will be sent a notification of the issuance of an Addendum either by e-mail and/or by facsimile. The Addendum may be electronically downloaded by visiting either the Authority Purchasing Department's web site at www.orlandoairports.net/purchasing, or if registered with AirportLink, by visiting their web site at <http://AirportLink.perfect.com>. Authority reserves the right to issue Addenda at any time up to the date and time set for Proposal opening. In case any Proposer fails to acknowledge receipt of any such Addendum in the space provided in the Proposal Form, its Proposal will nevertheless be construed as though the Addendum had been received and acknowledged. Submission of a Proposal will constitute a Proposer's acknowledgement of the receipt of the Proposal Documents and all Addenda. Only interpretations or corrections provided by written Addenda shall be binding on Authority. Prospective Proposers are warned that any other source by which a Proposer receives information concerning, explaining or interpreting the Proposal Documents shall not bind the Authority.

6. PREPARATION OF PROPOSALS:

- 6.1 Proposals shall be submitted only on reproduced copies of the attached Proposal Forms including any revised or additional Proposal Forms supplied by Addenda. If an award is made, the completed Proposal Forms shall constitute a part of the Contract Documents and will be incorporated in the final Contract between the Authority and the successful Proposer. All blank spaces in the Proposal Forms should be filled in legibly and correctly in ink or typewritten.
- 6.2 All Proposals shall contain the name and business address of the individual, firm, corporation, or other business entity submitting the Proposal and shall be subscribed by either the individual, a general partner, a member of a member-managed LLC, a manager of a manager-managed LLC, or an authorized officer or agent of a Corporation or business entity, and should be properly witnessed or attested. If any officer or agent other than the signatories described in the preceding sentence shall sign any Contract Document on behalf of the Proposer, the Authority should be furnished with satisfactory evidence of such officer's or agent's authority to bind the Proposer with respect to the contents of the subject Proposal Documents so signed by him or her. If the Proposer is an LLC, the Proposer should submit with its Proposal its Articles of Organization or other evidence satisfactory to Authority, indicating whether the LLC is member-managed or manager-managed, and indicating that the person executing the Proposal is authorized to bind the LLC.
- 6.3 If the Proposer is a partnership or sole proprietorship, the Authority reserves the right to require the Proposer to submit to the Authority at any time the name and business address of each owner, principal, partner, or member of the Proposer having an ownership or management position with the Proposer.
- 6.4 If the Proposer is a corporation or other state-chartered business entity, the Authority reserves the right to require the Proposer to submit to the Authority at any time, the name and business address of each officer, director and holder of 10% or more of the stock or other ownership interests of such corporation or other business entity. If the Proposer is a corporation, the Proposal should have the corporate seal affixed and include the name of the State in which it was incorporated. If the Proposer is a foreign corporation or other state-chartered business entity and is the successful Proposer,

INSTRUCTIONS TO PROPOSERS (Continued)

the Proposer will be required to submit evidence prior to the execution of the Contract, if awarded, that the corporation or other state-chartered business entity has applied to the Secretary of State, State of Florida, for authority to do business in the State of Florida. If the Proposer elects to use a fictitious name in its Proposal, a copy of the Proposer's fictitious name registration should be provided to Authority.

7. PROPOSAL GUARANTY:

A Proposal Guaranty shall not be required for this Contract.

8. DELIVERY OF PROPOSALS:

- 8.1 All Proposals shall be submitted in a sealed envelope bearing on the outside the name of the Proposer, address, and the notation Purchasing Proposal 11-17, Creative Services, at Orlando International Airport. Fifteen (15) additional copies of the Proposal should also be provided to the Authority in the sealed envelope with the original Proposal clearly marked "Original". Additionally, an exact electronic copy of the Proposal on an individual electronic USB Flash Drive should be provided to the Authority in the sealed envelope with the Original Proposal. Each Proposal shall consist of an executed copy of the Proposal Form (Pages PF-1 through PF-15), along with all other documents or information required to be submitted pursuant to the terms of the Proposal Documents (together, the "Proposal"). The documents comprising the Proposal must be completed and signed on the forms provided herein, or on exact reproductions thereof.
- 8.2 All Proposals shall be submitted pursuant to the terms outlined in these Instructions to Proposers. Any Proposals received after the time and date specified in the Request for Proposals (or any Addenda thereto) for the opening of the Proposals will not be considered, but will be returned unopened.
- 8.3 Each Proposer's response to the Request for Proposals shall be at the sole cost and expense of the Proposer and such Proposer shall have no claim against the Authority for costs, damages, loss of profits, or to recover such costs, damages, or expenses, in the event the Authority exercises its right to reject any or all Proposals or to cancel an award pursuant to a provision hereof for any reason.
- 8.4 Submission of a Proposal shall constitute authorization for the Authority and its representatives and agents to make such copies of the Proposal or portions thereof and to distribute such copies as may be necessary or desirable to carry out the Authority's objectives or requirements.

9. COMMUNICATIONS DURING PROPOSAL PROCESS:

In accordance with the below-referenced policies, any communication directly or indirectly to seek to encourage any specific result in connection with an Authority selecting process, including but not limited to, written communications, any and all forms of electronic communications or messaging, including social media, oral communications either in person or by telephone, initiated by a Proposer or through a lobbyist, agent or third person, to any Authority staff and/or Committee/Board member who is a member of any committee constituted for the purposes of ranking Solicitations, making recommendations or making an award, is prohibited from the time that the Solicitation is released to the time that the award

INSTRUCTIONS TO PROPOSERS (Continued)

is made. An appropriate official or employee of the Authority may initiate communication with a Proposer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Any official communication from a Proposer during the Proposal process should be submitted in writing to the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 or to the email address as directed during the Proposal process. A copy of these policies (Sections 180.01 and 180.03) are available upon request from the Director of Board Services.

10. WITHDRAWAL OF PROPOSALS:

No Proposal may be withdrawn after it is submitted unless the Proposer makes a request by letter and such request is received prior to the time set for opening of Proposals. No Proposal may be withdrawn after the scheduled Proposal opening time for a period of ninety (90) days. Any Proposer withdrawing or attempting to withdraw its Proposal prior to the expiration of the ninety (90) day period shall be obligated to reimburse the Authority for all its costs incurred in connection with such withdrawal or attempted withdrawal including, without limitation, any increased costs for procuring the goods or services from another Proposer or all costs of advertising and re-procuring the goods or services, and all attorneys' fees, in addition to payment of Authority's other damages. A Proposer's submission of a Proposal shall be deemed the Proposer's acknowledgment of and agreement to the provisions of this Section.

11. DISQUALIFICATION OF PROPOSERS:

11.1 Any of the following causes may be considered as sufficient for the Authority's disqualification of a Proposer and the rejection of its Proposal:

11.1.1 Submission of more than one Proposal for the same work, or participation in more than one Proposal for the same work as a partner or principal of the Proposer, by an individual, firm, partnership or corporation, under the same or different names, or by Proposers which are affiliates, either at the time of submittal, or at the time of award. For purposes of this section, the term "affiliates" means firms, partnerships, corporations or other entities under common control;

11.1.2 Evidence of collusion between or among Proposers;

11.1.3 Evidence, in the opinion of the Authority, of Proposer(s) attempting to manipulate the Proposal pricing for its own benefit (e.g. pricing resulting in a failure of the Authority's ability to enforce the Contract or impose the remedies intended following breach by Contractor);

11.1.4 Being in arrears on any of its existing contracts with the Authority or in litigation with the Authority or having defaulted on, or being in or having previously been in litigation with the Authority with respect to, a previous contract with the Authority;

INSTRUCTIONS TO PROPOSERS (Continued)

- 11.1.5 Poor, defective or otherwise unsatisfactory performance of work for Authority or any other party on prior projects which, in the Authority's judgment and sole discretion, raises doubts as to Proposer's ability to properly perform the work; or
 - 11.1.6 Any other cause which, in the Authority's judgment and sole discretion, is sufficient to justify disqualification of Proposer or the rejection of its Proposal.
- 11.2 The Authority has adopted a Code of Ethics and Business Conduct Policy (Section 204.01) which addresses, the obligation of the Authority's Board members and employees to follow the Florida Statutes in reference to these issues. This includes, but is not limited to, the obligations of the Authority's Board members and employees with respect to having an interest in business entities, outside employment, gratuities, divulgence of information, unauthorized compensation and acceptance of gifts. Please be aware that any violation of this policy by a Proposer and/or any attempt to influence an Authority Board member or employee to violate the policy is sufficient cause for the denial of the right of the Proposer to propose on any contract or sell any materials, supplies, equipment, or services to the Authority for a period of time that is determined by the Executive Director. A copy of this policy is available upon request from the Director of Board Services.

12. REJECTION OF IRREGULAR PROPOSALS:

A Proposal will be considered irregular and may be rejected by the Authority if it (i) is improperly executed, (ii) shows omissions, alterations of form, additions not called for, unauthorized conditions or limitations, or unauthorized alternate Proposals, (iii) fails to include the proper Proposal Guaranty (if required), Contract references, other certificates, affidavits, statements, or any other information required to be included with Proposals, including, but not limited to, the Proposer's prices, or (iv) contains other irregularities of any kind.

13. NOTICE OF INTENT TO AWARD CONTRACT:

Unless all Proposals are rejected by the Authority, a Notice of Intent to Award is anticipated to be provided within ninety (90) days from the opening of Proposals to the responsible and responsive Proposer submitting the Proposal deemed to be most advantageous to the Authority, price and other factors being considered. For all procurements, the Authority reserves the right to reject any or all Proposals and to cancel the procurement or to solicit new Proposals.

14. RESPONSIBILITY OF PROPOSERS:

- 14.1 To aid it in determining a Proposer's responsibility, Authority reserves the right (a) to request, at the Authority's exclusive discretion and at any time, that Proposer submit such evidence, including additional references, of Proposer's qualifications as Authority may deem necessary, and (b) to consider any evidence available to the Authority of the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) with the Authority and others. Satisfaction of the minimum responsibility criteria below does not mean that the Proposer necessarily will be found by the Authority to be responsible. The Authority shall be the final authority in the determination of a Proposer's responsibility and the award of a Contract to a Proposer.

INSTRUCTIONS TO PROPOSERS (Continued)

14.2 All Proposers shall furnish the Authority with the company name, address, contact person, and telephone number and email address of those entities Proposer is relying on to satisfy the minimum responsibility criteria in Section 14.3 below, and of any other entities that Proposer believes would be helpful in establishing Proposer's responsibility. The information should be submitted on Page PF-6 at or before the time the Proposal is due, with the knowledge that the Authority will use the data for reference purposes.

14.3 For a Proposer to meet the minimum responsibility criteria for this Contract, the Proposer must provide verifiable evidence:

14.3.1 through references or otherwise, that the Proposer is an individual, a firm, a corporation, or other entity that is currently engaged in the business of providing Creative Services which includes the complete development of a design concept based on a one-line theme;

14.3.2 through references, that the Proposer, after taking into account the activities of a related predecessor (e.g. by merger or reorganization), affiliate, or principal of Proposer, has been actively engaged in such business for at least the three (3) years immediately preceding the date of Proposer's response to this Request for Proposals;

14.3.3 The Proposer must provide verifiable evidence through references and submittal of samples or otherwise, that the Proposer is an individual, a firm, a corporation, or other entity that is currently engaged in the business of Creative Services which includes the development of artwork, such as the use of graphic design software to create copy, photo-imagery, creation of web/social media marketing products, and any graphic elements (e.g., rectangles, angles and lines to produce a finished product; and

14.3.4 The Proposer must have and maintain a main office or a branch office located within the Orlando area (i.e. Orange, Osceola, or Seminole Counties) during the term of the Contract)(see Section 3.2.2 of the Specifications, Page S-5).

14.4 The Authority may, in certain special circumstances and based on information provided to or learned by the Authority pursuant to Section 14.1 above, determine that a Proposer is responsible despite such Proposer's failure to satisfy all requirements of the minimum responsibility criteria above.

15. GUARANTY OF FAITHFUL PERFORMANCE:

A Performance Bond shall not be required for this Contract.

16. POWER OF ATTORNEY AND COUNTERSIGNATURE:

Not applicable.

INSTRUCTIONS TO PROPOSERS (Continued)

17. EXECUTION OF CONTRACT:

17.1 The Proposer to whom the Notice of Intent to Award is given shall, within ten (10) business days after the date of the Notice of Intent to Award, execute and/or deliver the following to the Authority: the Contract, Certificate of Insurance, Performance Bond or Letter of Credit (if required), a copy of the Proposer's valid business or occupational license, a copy of Proposer's W-9 Form (Request for Taxpayer Identification Number and Certification), the Awarded Proposer's Contact Information, and all other documents and information required by the Contract Documents. All of the above documents and information must be furnished and the Contract Documents executed by Proposer, and delivered to Authority, before the Contract will be executed by the Authority.

17.2 Not applicable.

17.3 A Proposer's failure to timely fulfill its obligations under this Section 17 shall be just cause for the Authority's withdrawal of such Notice of Intent to Award. In such case, a Notice of Intent to Award may then be issued to the next ranked Proposer or all Proposals may be rejected by the Authority and the Contract re-advertised. In such event, the Authority shall be entitled to receive its damages and costs, including, but not limited to, its attorneys' fees caused by or in connection with a Proposer's failure to fulfill its obligations under this Section. A Proposer's liability for failing to timely fulfill the obligations stated in this Section shall be the same as for withdrawing its Proposal (see Section 10 of the Instructions to Proposers).

17.4 The Contract shall not be binding upon the Authority until it has been executed by the Authority and a copy of such fully executed Contract is delivered to the Contractor. The Authority reserves the right to cancel the award without liability to any Proposer at any time before the Contract has been fully executed by the Authority and delivered to the Contractor. Accordingly, the Contractor is hereby warned that it should not commence performance or incur costs or expenses in connection with the Contract obligations until it has received from the Authority a final, fully executed copy of the Contract.

18. FLORIDA SALES TAX:

The Authority is a governmental agency and a political subdivision under Florida law. Purchases by Authority under this Contract are exempt from Florida sales tax: Authority's tax exempt number is 85-8012668935C-5. No purchase made by any entity is qualified to be exempt other than those made directly by the Authority. The Authority's sales tax exemption does not apply to goods or services purchased or consumed by a Contractor for which the Contractor is deemed to be the ultimate consumer in connection with the fulfillment of its Contract obligations, and the Authority shall have no liability for such taxes.

19. SUBCONTRACTS:

19.1 The Contractor's right to subcontract shall be governed by the provisions of Section 8 of the General Conditions.

19.2 Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the Authority.

INSTRUCTIONS TO PROPOSERS (Continued)

19.3 The Contractor shall be fully responsible to the Authority for the acts and omissions of a subcontractor and of persons employed by said subcontractor to the same extent that the Contractor is liable to Authority for acts and omissions of persons directly employed by it.

20. FAMILIARITY WITH LAWS:

All Proposers and the Contractor are presumed to be familiar with and shall observe all Federal, State and local laws, ordinances, codes, rules and regulations, including, without limitation, the Authority's rules and regulations, that may in any way affect work herein specified. Ignorance on the part of the Contractor shall in no way relieve Contractor from any such responsibility or liability.

21. AIRPORT SECURITY:

The successful Proposer will be required to comply with all applicable regulations of the Transportation Security Administration (TSA) and of the Authority relating to Airport security, including those relating to access to the Aircraft Operations Area (AOA) of Orlando International Airport, as such regulations may be in effect or changed from time to time.

22. EQUAL OPPORTUNITY REPORT STATEMENT:

Not applicable.

23. NON-SEGREGATED FACILITY CERTIFICATE:

Each Proposer shall complete and sign the Non-Segregated Facilities Certificate on Page PF-8. A Proposal may be considered irregular, in the Authority's sole discretion, if the Proposer fails to provide the fully executed statement, or fails to furnish the required data. Prior to execution of the Contract by the Authority, a fully executed statement must be provided or the Proposal may be rejected and the Authority will be entitled to exercise its rights under the provisions of Section 17.3 above, Execution of Contract.

24. PUBLIC ENTITY CRIMES LAW/DEBARMENT:

The following notice applies to all Proposers: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Further, any entity or individual placed on the Authority's Debarment List pursuant to Authority Policy, Section 130.04, may not submit a response to any letter of intent, letter of interest, statement of qualifications, quote, proposal or bid as a contractor, supplier, subcontractor, consultant or individual, of any tier, for any goods or services or contracts and may not provide any goods or services to the Authority, on behalf of the Authority, or on Authority property, regardless of whether there is a contractual relationship with the

INSTRUCTIONS TO PROPOSERS (Continued)

Authority. The Authority will disqualify any submission, bid or proposal that includes a person or entity on the Debarment List. You may request a copy of the Authority's Debarment List for your review at the following email: debarmentlist@goaa.org.

25. MINORITY AND WOMEN BUSINESS ENTERPRISE ("MWBE") PARTICIPATION PROGRAM:

An MWBE participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

26. LOCAL DEVELOPING BUSINESS ("LDB") PARTICIPATION PROGRAM:

An LDB participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

27. GOOD FAITH EFFORT FOR MWBE AND LDB PARTICIPATION PROGRAM:

Not applicable.

28. INSURANCE:

The Proposer to whom the Notice of Intent to Award is given shall provide a signed Certificate of Insurance such as the form on Page C-4. The Certificate of Insurance shall evidence the insurance coverages required by the Authority pursuant to Section 5.7 of the General Conditions and shall be filed with Authority within ten (10) business days of the date of the Notice of Intent to Award. The Contractor shall provide the Authority with at least thirty (30) days prior written notice of any cancellation or modification or the limits thereunder decreased in Contractor's required insurance coverage.

29. PROPOSAL ERRORS:

In the case of a Proposer's error in the extension or addition of Proposal prices, the unit prices will govern. Proposals having erasures or corrections should be initialed in ink.

30. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT:

The Proposer certifies that all materials, equipment, chemicals, etc. contained in its Proposal or otherwise to be provided or used by the Proposer in its performance of the Contract work, and including any replacements or substitutions therefore, shall meet all EPA and OSHA requirements.

31. PERFORMANCE STANDARD:

The standards by which the Contractor's performance will be evaluated are set forth in the General Conditions (Pages GC-1 to GC-22) and Specification (Pages S-1 to S-8). The successful Proposer's failure to meet these standards, after receipt of written notice to correct such deficiencies, may in addition to Authority's other remedies, in the Authority's sole discretion, result in a termination of the Contract for cause pursuant to the termination provisions of Section 9 of the General Conditions.

INSTRUCTIONS TO PROPOSERS (Continued)

32. NO PROPOSALS:

In the event a potential Proposer elects not to submit a Proposal, such potential Proposer should respond by completing and returning the "No Response to Request for Proposals" form, Page PF-9, advising Authority of the reason for not submitting a Proposal.

33. EVALUATION CRITERIA OF PROPOSAL:

33.1 The Authority's staff will review Proposals submitted. After reviewing the Proposals, staff may, at its discretion, invite to interview (at Proposer's expense at the Authority's site) one or more of those Proposers whose Proposals appear to best meet the Authority's requirements. The purpose of such an interview would be to allow Proposers to elaborate upon their Proposal before a recommendation for ranking of the Proposals is made. Interview responses, along with the written Proposal and samples (if any), will become part of Proposer's submission to be evaluated pursuant to the evaluation criteria. The Authority reserves the right to short-list Proposers for further consideration. All parties desiring information regarding the award of the Contract may visit AirportLink's website at <http://AirportLink.perfect.com>.

33.2 The Authority, in its discretion, may award the Contract to the responsible and responsive Proposer submitting the Proposal which is deemed to be the most advantageous to the Authority, price and other factors being considered. The following are the evaluation criteria the Authority will consider in determining which Proposal is most advantageous to the Authority:

33.2.1 Proposer's references and relevant experience in creative services.

33.2.2 The total number and qualifications of Proposer's in-house design and production personnel and its turnover rate.

33.2.3 The qualifications of the Proposer's Account Manager.

33.2.4 The Proposer's computer graphics capabilities.

33.2.5 Proposer's creative design and artwork development capabilities, determined by the quality of work as shown by samples submitted.

33.2.6 The Proposer's Proposed Fee Schedule.

33.2.7 The Proposer's list of potential conflict of interest accounts and the Proposer's resolution narrative submitted.

33.3 The evaluation criteria do not have any specific predetermined relative weight. The consideration of individual criterion is merely a tool to assist the Authority in determining which Proposal is most advantageous, as a whole, to the Authority, price and other factors being considered. The relative advantages of a Proposer's responses with respect to one criterion may outweigh shortcomings of that Proposer's responses in one or more other criterion, depending on the relative disparities in the qualities of the responses in each criterion and the relative importance of certain criteria to each other, as determined in the exclusive discretion of the Authority.

INSTRUCTIONS TO PROPOSERS (Continued)

34. PUBLIC RECORDS/PUBLIC MEETINGS:

Please be aware that all meetings of the Authority's Board are duly noticed public meetings and all documents submitted to the Authority as a part of or in connection with a Proposal will constitute public records under Florida law regardless of any person's claim that proprietary or trade secret information is contained therein. The provisions of Section 14 of the General Conditions shall apply to all Proposers. In the event that a Proposer desires to address the Authority's Board, please note that the Board has adopted "Guidelines for Presentations Before the Greater Orlando Aviation Authority," which are available upon request from the Director of Board Services.

* * * * * END OF INSTRUCTIONS TO PROPOSERS * * * * *

**PROPOSAL FORM
GREATER ORLANDO AVIATION AUTHORITY
PURCHASING PROPOSAL 11-17
CREATIVE SERVICES**

Greater Orlando Aviation Authority
Purchasing Office
8652 Casa Verde Road, Building 811
Orlando, Florida 32827-4338

Submitted by: Appleton Creative
Name of Proposer

Address: 539 Delaney Avenue
Orlando, FL 32801

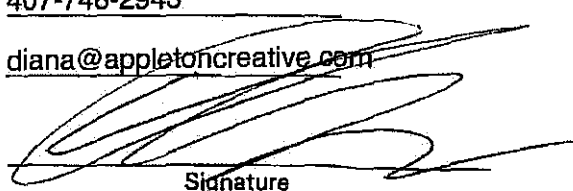
Federal Employer I.D. No. 59-3199054

Business Telephone No. 407-246-0092

Business Fax No. 407-246-0590

After Business Hours
Telephone No. 407-748-2943

E-Mail Address diana@appletoncreative.com

By: 

Signature

Diana LaRue, President
Name and Title (Typed or Printed)

Date: 5/17/17

The undersigned, as Proposer, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Proposer represents and warrants to the Greater Orlando Aviation Authority ("Authority") that: (i) except as may be disclosed in writing to Authority with its Proposal, no officer, employee or agent of the Authority has any interest, either directly or indirectly, in the business of the Proposer, and that no such person shall have any such interest at any time during the term of the Contract should it be awarded the Contract; and (ii) no gift, gratuity, promise, favor or anything else of value has been given or will be given to any employee or official of Authority in connection with the submission of this Proposal or the Authority's evaluation or consideration thereof.

PROPOSER: Appleton Creative

The Proposer further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Contract Documents and has read all Addenda furnished by the Authority prior to the opening of the Proposals, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Proposer agrees, if this Proposal is accepted, to enter into the written Contract with the Authority in the form of Contract attached (properly completed in accordance with said Proposal Documents), to furnish creative services for advertising materials, promotional materials, collateral materials, and related special projects (collectively the "Projects") including, but not limited to, writing, designing, illustrating and otherwise preparing materials for use by the Authority, and all other items necessary or proper for, or incidental to performing Creative Services in accordance with the Specification covered by this Proposal and the Contract Documents for Purchasing Proposal, 11-17, Creative Services, at Orlando International Airport, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Proposer further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Proposer acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said Contract provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the Contract (or such earlier time as may be stated elsewhere in these Proposal Documents), the Proposal award may be offered by the Authority to the next ranked Proposer, or the Authority may readvertise for Proposals, and in either case the Authority shall have the right to recover from the Proposer the Authority's costs and damages including, without limitation, attorney's fees, to the same extent that Authority could recover its costs and expenses from the Proposer under Section 10 of the Instructions to Proposers if the Proposer withdrew or attempted to withdraw its Proposal.

The Proposer further agrees, if it fails to complete the work according to the Specifications within the scheduled time or any authorized extension thereof, that damages may be deducted from the Contract price payable to the Proposer.

Acknowledgment is hereby made of the following Addenda (identified by number) received since issuance of the Contract Documents:

<u>ADDENDUM NO.</u>	<u>DATE</u>	<u>ADDENDUM NO.</u>	<u>DATE</u>	<u>ADDENDUM NO.</u>	<u>DATE</u>
<u>1</u>	<u>5/8/17</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

It will be the responsibility of the Proposer to contact AirportLink at (866) 889-8533 or by visiting AirportLink's web site at <http://AirportLink.perfect.com> or by visiting the Authority Purchasing Department's web site at www.orlandoairports.net/purchasing prior to submitting a Proposal to ascertain Addenda, if any, that may have been issued, to obtain all such Addenda and return such Addenda (or portions of Addenda as may be applicable) with the Proposal. If you received this solicitation document from any source other than AirportLink (WebProcure), please promptly register your interest in this solicitation with AirportLink.

PROPOSER: Appleton Creative

(If Proposer is a Sole Proprietorship sign on the line below)

Company Name (if any)

(SEAL)
Company Owner's (Proposer's) Signature

Company Owner's Name Printed or Typed

(If Proposer is a Partnership, fill in name of the partnership, followed below by the signature of the general partner signing.)

(SEAL)
Partnership Name

BY: _____
(SEAL)
General Partner's Signature

General Partner's Name Printed or Typed

The following information may be provided by a Proposer with this Proposal, but must be provided to the Authority at any time upon the request of the Authority: The name and business address of all principals and partners if a partnership (if a limited partnership, information for general partner only, along with the name of the limited partnership's home state).

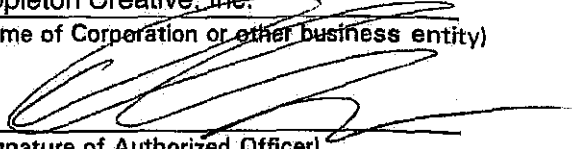
Proposers are hereby notified that the Greater Orlando Aviation Authority is a public agency and, as such, is subject to Chapter 119, *Florida Statutes*, regarding the disclosure of public records. Pursuant to Section 119.071(1)(b)2., *Florida Statutes*, sealed proposals received by the Authority pursuant to requests for proposals, are exempt from public disclosure only for the thirty (30) day period following the proposal opening and as otherwise provided in Section 119.071. Once the thirty (30) day period has passed, all proposals received by the Authority shall be made available to the public for inspection and copying in accordance with Chapter 119, *Florida Statutes*. Once proposals are opened, they may not be revoked, even during such thirty (30) day period. Any language in a proposal attempting to keep all or part of such proposal confidential is of no force and effect and will be disregarded as contrary to Florida law.

NOTE: Proposers must sign in the proper capacity on either Page PF-4 or PF-5 as applicable.

PROPOSER: Appleton Creative

(If Proposer is a Corporation or Other State-Chartered Business Entity, fill in the name of the corporation or entity, followed by the signature of the authorized officer or agent signing, followed by his title.)

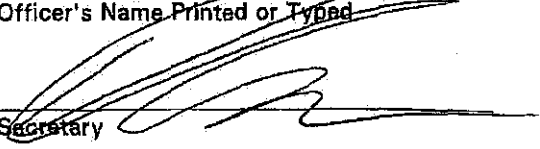
Appleton Creative, Inc.
(Name of Corporation or other business entity)

BY: 
(Signature of Authorized Officer)

(Affix Corporate Seal)

Its: President
(Title)

Diana LaRue
Officer's Name Printed or Typed

ATTEST: 
Secretary

The Proposer is a corporation or other state-chartered business entity organized under the laws of the State of Florida, and authorized by law to make this Proposal and perform all work and furnish materials and equipment required under the Contract Documents. If Proposer is a foreign corporation or other business entity, the corporation or entity ___ is (or) ___ is not, registered with the Secretary of State of the State of Florida. Foreign corporations or other foreign state-chartered business entities must have a Florida registered agent and must provide a copy of their Florida registration or application as a condition to entering into a Contract with the Authority.

The following information may be provided by a Proposer with this Proposal, but must be provided to the Authority at any time upon the request of the Authority: the full names and business addresses of each officer, director and holder of 10% or more of the corporation's or entity's outstanding stock, including the corporate office or title of all individuals listed.

Proposers are hereby notified that the Greater Orlando Aviation Authority is a public agency and, as such, is subject to Chapter 119, *Florida Statutes*, regarding the disclosure of public records. Pursuant to Section 119.071(1)(b)2., *Florida Statutes*, sealed proposals received by the Authority pursuant to requests for proposals, are exempt from public disclosure only for the thirty (30) day period following the proposal opening and as otherwise provided in Section 119.071. Once the thirty (30) day period has passed, all proposals received by the Authority shall be made available to the public for inspection and copying in accordance with Chapter 119, *Florida Statutes*. Once proposals are opened, they may not be revoked, even during such thirty (30) day period. Any language in a proposal attempting to keep all or part of such proposal confidential is of no force and effect and will be disregarded as contrary to Florida law.

NOTE: Proposers must sign in the proper capacity on either Page PF-4 or PF-5 as applicable.

PROPOSER: Appleton Creative

CONTRACT REFERENCES

List below a company for whom you are presently providing Creative Services to and companies you have provided these services to in the past. References should be able to verify services of a type similar to the obligations requested in this Proposal, (refer to Section 14 of the Instructions to Proposers).

1. COMPANY NAME: Hilton Grand Vacations
ADDRESS: 5323 Millenia Lakes Blvd., Suite 400
Orlando, FL 32839
CONTACT PERSON: Tara Banks
PHONE NO.: 407-722-3859
EMAIL ADDRESS: tbanks@hgvc.com

2. COMPANY NAME: Orlando Regional REALTOR Association
ADDRESS: 1330 Lee Rd.
Orlando, FL 32810
CONTACT PERSON: Laura Haag
PHONE NO.: 407-513-7272
EMAIL ADDRESS: laurah@orlandorealtors.org

3. COMPANY NAME: Pet Alliance of Greater Orlando
ADDRESS: 2727 Conroy Rd.
Orlando, FL 32839
CONTACT PERSON: Fraily Rodriguez
PHONE NO.: 407-248-1756
EMAIL ADDRESS: fraily@petallianceorlando.org

Note: Additional references may be provided at the option of the Proposer.

PROPOSER: Appleton Creative

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PROPOSER: Appleton Creative

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Proposer shall complete, sign and include in its Proposal this Certification of Non-Segregated Facilities. Proposer certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Proposer certifies further that it will not maintain or provide for its employees segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Proposer agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit direction or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or any other reason. Proposer agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time period) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding Ten Thousand Dollars (\$10,000.00) which are not exempt from the provisions of the equal opportunity clause, and that it will retain such certifications in its files.

Appleton Creative

(Name of Proposer)

By:

(Signature)

Date: 5/17/17

Title: President

PROPOSER: Appleton Creative

NO RESPONSE

TO

REQUEST FOR PROPOSALS

If your firm is unable to submit a Proposal at this time, please provide the information requested in the space provided below and return to:

**GREATER ORLANDO AVIATION AUTHORITY
PURCHASING OFFICE
8652 CASA VERDE ROAD, BUILDING 811
ORLANDO, FLORIDA 32827-4338**

We have received Request for Proposals, Purchasing Proposal 11-17, Creative Services, for Orlando International Airport, opening at 3:00 a.m., May 24, 2017, at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338.

Our firm's reason for not submitting a Proposal is:

Company Name

By: _____

Its: _____
Name & Title, Typed or Printed

PROPOSER: Appleton Creative

REVISED PER ADDENDUM 1

**PROPOSED FEE SCHEDULE
CREATIVE SERVICES**

The Proposer shall provide its fees for the Creative Services required to produce each of the items listed below (items 1 through 22) per the examples displayed at the Pre-Proposal conference. Proposers shall not include the cost of paper or printing in their fees. Fees may be entered as a single number or a rate range. In addition, each Proposer shall provide its Hourly Rate for each of the services listed below (items 23 through 26).

YEAR 1

ITEM	DESCRIPTION	FEE FOR DESIGN & PROOFS*
1.	Annual Report: 4-color; 16 page; 8.5"x11" folded	\$ 7,500
2.	Comprehensive Annual Financial Report ("CAFR"): 4-color cover; 8 tabs; 150 page document	\$ 9,500
3.	OEA Brochure: 4-color; 3-panel; 4"x9" folded rack brochure	\$ 1,600
4.	OEA Economic Impact Brochure: 4-color; 3-panel 4"x9" folded rack brochure	\$ 1,600
5.	Public Art Program Brochure: 4-color; 8.5"x11" folded brochure	\$ 1,800
6.	Generic Brochure: 4-color; 8.5"x11" folded brochure	\$ 1,800
7.	Technology Brochure (New): 4-color; 4"x9" folded rack brochure	\$ 1,800
8.	Marketing Presentation: 4-color; 60 page; 8.5"x11" folded brochure	\$ 8,500
9.	Press Kit Cover: 4-color; 9"x12"; standard folder; w/2 pockets)	\$ 1,500
10.	Shopping Guides: (4-color; 5-panel; 4"x9" folded rack brochure)	\$ 1,800
11.	Wayfinding Maps: 4-color; 8.5"x11" folded brochure	\$ 1,800
12.	Invitation 2-spot colors; 4"x9" folded; with Envelope 1-color	\$ 1,200
13.	Advertisement: ¼ page; black and white	\$ 400
14.	Advertisement: ¼ page; 2-color	\$ 500
15.	Advertisement: ¼ page 4-color process	\$ 500
16.	Advertisement: ½ page; black and white	\$ 500
17.	Advertisement: ½ page; 2-color	\$ 700
18.	Advertisement: ½ page; 4-color process	\$ 700
19.	Advertisement: full page; black and white	\$ 700

PROPOSER: Appleton Creative

**PROPOSED FEE SCHEDULE
CREATIVE SERVICES**

YEAR 1 (CONTINUED)

ITEM	DESCRIPTION	FEE FOR DESIGN & PROOFS
20.	Advertisement: full page; 2-color	\$ 850
21.	Advertisement: full page; 4-color process	\$ 850
22.	Copywriting: 8 1/2"x11 page	\$125
ADDITIONAL CREATIVE SERVICES AS NEEDED:		
ITEM	DESCRIPTION	HOURLY RATE*
23.	Web/Social Media Marketing Services	\$ 155
24.	Photo Shoot as per Specification with Art Director and Photographer	\$ 225
25.	Video Photo Shoot as per Specification with Art Director and Photographer	\$ 225
26.	Editing/Producing	\$ 225

* The Authority has no obligation to require the use of any particular size, color process, and number of pages. Proposals will be evaluated based on the fee for design, film and proofs and the Hourly Rate, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the Fee for design, film, proof and photography and the Hourly Rate provided in the successful Proposer's Proposal for the services and materials actually requested by the Authority and satisfactorily provided by the Contractor. The Hourly Rate provided in the Proposal should take into consideration the Hourly Rates paid to all of the Contractor's employees used in performing the Contract services.

PROPOSER: Appleton Creative

**PROPOSED FEE SCHEDULE
CREATIVE SERVICES**

YEAR 2

ITEM	DESCRIPTION	FEE FOR DESIGN & PROOFS*
1.	Annual Report: 4-color; 16 page; 8.5"x11" folded	\$ 7,500
2.	Comprehensive Annual Financial Report ("CAFR"): 4-color cover; 8 tabs; 150 page document	\$ 9,500
3.	OEA Brochure; 4-color; 3-panel; 4"x9" folded rack brochure	\$ 1,600
4.	OEA Economic Impact Brochure: 4-color; 3-panel 4"x9" folded rack brochure	\$ 1,600
5.	Public Art Program Brochure: 4-color; 8.5"x11" folded brochure	\$ 1,800
6.	Generic Brochure: 4-color; 8.5"x11" folded brochure	\$ 1,800
7.	Technology Brochure (New): 4-color; 4"x9" folded rack brochure	\$ 1,800
8.	Marketing Presentation: 4-color; 60 page; 8.5"x11" folded brochure	\$ 8,500
9.	Press Kit Cover: 4-color; 9"x12"; standard folder; w/2 pockets)	\$ 1,500
10.	Shopping Guides: (4-color; 5-panel; 4"x9" folded rack brochure)	\$ 1,800
11.	Wayfinding Maps: 4-color; 8.5"x11" folded brochure	\$ 1,800
12.	Invitation 2-spot colors; 4"x9" folded; with Envelope 1-color	\$ 1,200
13.	Advertisement: ¼ page; black and white	\$ 400
14.	Advertisement: ¼ page; 2-color	\$ 500
15.	Advertisement: ¼ page 4-color process	\$ 500
16.	Advertisement: ½ page; black and white	\$ 500
17.	Advertisement: ½ page; 2-color	\$ 700
18.	Advertisement: ½ page; 4-color process	\$ 700
19.	Advertisement: full page; black and white	\$ 700

PROPOSER: Appleton Creative

**PROPOSED FEE SCHEDULE
CREATIVE SERVICES**

YEAR 2 (CONTINUED)

ITEM	DESCRIPTION	FEE FOR DESIGN & PROOFS
20.	Advertisement: full page; 2-color	\$ 850
21.	Advertisement: full page; 4-color process	\$ 850
22.	Copywriting: 8 1/2"x11 page	\$ 125
ADDITIONAL CREATIVE SERVICES AS NEEDED:		
ITEM	DESCRIPTION	HOURLY RATE*
23.	Web/Social Media Marketing Services	\$ 155
24.	Photo Shoot as per Specification with Art Director and Photographer	\$ 225
25.	Video Photo Shoot as per Specification with Art Director and Photographer	\$ 225
26.	Editing/Producing	\$ 225

* The Authority has no obligation to require the use of any particular size, color process, and number of pages. Proposals will be evaluated based on the fee for design, film and proofs and the Hourly Rate, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the Fee for design, film, proof and photography and the Hourly Rate provided in the successful Proposer's Proposal for the services and materials actually requested by the Authority and satisfactorily provided by the Contractor. The Hourly Rate provided in the Proposal should take into consideration the Hourly Rates paid to all of the Contractor's employees used in performing the Contract services.

PROPOSER: Appleton Creative

**PROPOSED FEE SCHEDULE
CREATIVE SERVICES**

YEAR 3

ITEM	DESCRIPTION	FEE FOR DESIGN & PROOFS*
1.	Annual Report: 4-color; 16 page; 8.5"x11" folded	\$ <u>7,500</u>
2.	Comprehensive Annual Financial Report ("CAFR"): 4-color cover; 8 tabs; 150 page document	\$ <u>9,500</u>
3.	OEA Brochure: 4-color; 3-panel; 4"x9" folded rack brochure	\$ <u>1,600</u>
4.	OEA Economic Impact Brochure: 4-color; 3-panel 4"x9" folded rack brochure	\$ <u>1,600</u>
5.	Public Art Program Brochure: 4-color; 8.5"x11" folded brochure	\$ <u>1,800</u>
6.	Generic Brochure: 4-color; 8.5"x11" folded brochure	\$ <u>1,800</u>
7.	Technology Brochure (New): 4-color; 4"x9" folded rack brochure	\$ <u>1,800</u>
8.	Marketing Presentation: 4-color; 60 page; 8.5"x11" folded brochure	\$ <u>8,500</u>
9.	Press Kit Cover: 4-color; 9"x12"; standard folder; w/2 pockets)	\$ <u>1,500</u>
10.	Shopping Guides: (4-color; 5-panel; 4"x9" folded rack brochure)	\$ <u>1,800</u>
11.	Wayfinding Maps: 4-color; 8.5"x11" folded brochure	\$ <u>1,800</u>
12.	Invitation 2-spot colors; 4"x9" folded; with Envelope 1-color	\$ <u>1,200</u>
13.	Advertisement: ¼ page; black and white	\$ <u>400</u>
14.	Advertisement: ¼ page; 2-color	\$ <u>500</u>
15.	Advertisement: ¼ page 4-color process	\$ <u>500</u>
16.	Advertisement: ½ page; black and white	\$ <u>500</u>
17.	Advertisement: ½ page; 2-color	\$ <u>700</u>
18.	Advertisement: ½ page; 4-color process	\$ <u>700</u>
19.	Advertisement: full page; black and white	\$ <u>700</u>

PROPOSER: Appleton Creative

**PROPOSED FEE SCHEDULE
CREATIVE SERVICES**

YEAR 3 (CONTINUED)

ITEM	DESCRIPTION	FEE FOR DESIGN & PROOFS
20.	Advertisement: full page; 2-color	\$ 850
21.	Advertisement: full page; 4-color process	\$ 850
22.	Copywriting: 8 1/2"x11 page	\$ 125
ADDITIONAL CREATIVE SERVICES AS NEEDED:		
ITEM	DESCRIPTION	HOURLY RATE*
23.	Web/Social Media Marketing Services	\$155
24.	Photo Shoot as per Specification with Art Director and Photographer	\$ 225
25.	Video Photo Shoot as per Specification with Art Director and Photographer	\$ 225
26.	Editing/Producing	\$ 225

* The Authority has no obligation to require the use of any particular size, color process, and number of pages. Proposals will be evaluated based on the fee for design, film and proofs and the Hourly Rate, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the Fee for design, film, proof and photography and the Hourly Rate provided in the successful Proposer's Proposal for the services and materials actually requested by the Authority and satisfactorily provided by the Contractor. The Hourly Rate provided in the Proposal should take into consideration the Hourly Rates paid to all of the Contractor's employees used in performing the Contract services.

PROPOSER: Appleton Creative

* * * * * END OF PROPOSAL FORM * * * * *



GREATER ORLANDO
AVIATION AUTHORITY

PURCHASING PROPOSAL 11-17

CREATIVE SERVICES AT
ORLANDO INTERNATIONAL
AIRPORT



Appleton Creative

At the Core of Innovative Advertising & Marketing

539 Delaney Avenue | Orlando, Florida 32801

P | 407.246.0092 x 8# F | 407.246.0590

appletoncreative.com

A Women's Business Enterprise Since 1987 | WBENC-Certified

Diana LaRue, President / Creative Director and Principal

diana@appletoncreative.com

LETTER OF INTENT

Letter of Intent

May 17, 2017

Greater Orlando Aviation Authority
Orlando International Airport
Purchasing Office
8652 Casa Verde Road, Building 811
Orlando, FL 32827-4338

Dear Review Committee:

Appleton Creative is responding to Purchasing Proposal 11-17 Creative Services as experts in campaign design, development and execution.

It has been Appleton Creative's honor to serve as the current contract holder since 2001.

Appleton Creative would like to continue this powerful relationship, which has succeeded in enhancing the perception of Orlando International Airport (OIA) as one of the most attractive, visitor-friendly airports in the country. Appleton Creative's understanding of the Authority's marketing needs, coupled with our cutting-edge creative capabilities, make us the perfect fit and a strong contender for continued service to the Authority.

Appleton benefits from well-rounded designers with graphic design and programming backgrounds, as well as strategists with in-depth knowledge of branding, video production and goal-oriented planning. This depth to Appleton's skillset allows the organization to work within an all in-house structure, combining efforts and knowledge in all departments: print, web, social, public relations, media and video.

Enclosed you will find one original and 15 additional copies of Appleton Creative's proposal for Creative Services for the Orlando International Airport, in response to Purchasing Proposal 11-17. A USB drive with a digital copy has also been included, as directed.

If you have any questions, please contact me at (407) 246-0092 8# or Diana@appletoncreative.com.

Appleton Creative: At the core of innovative advertising and marketing.

Sincerely,

A handwritten signature in black ink, appearing to read 'Diana LaRue', with a stylized, flowing script.

Diana LaRue, President

An architectural drawing of a building with a jet flying above it. The drawing is in a high-contrast, black and white style. The building is shown from a low angle, looking up. The jet is flying towards the right. The background is a light, textured surface.

**APPLETON
CREATIVE'S
RESPONSE TO
INSTRUCTIONS
TO PROPOSERS**

RESPONSE TO INSTRUCTION TO PROPOSERS

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2. GENERAL

2.1 THE SCOPE

Appleton Creative understands that this Contract will be to furnish creative services for advertising materials, promotional materials, collateral materials, and related special projects (collectively the "Projects") including, but not limited to, writing, designing, illustrating and otherwise preparing materials for use by the Authority, and all other items necessary or proper for, or incidental to, performing Creative Services at the Orlando International Airport ("OIA") in accordance with the Contract Documents. Appleton Creative shall act as the Authority's limited agent when authorized in writing by the Authority, on a non-exclusive basis, in the purchase of materials and services (including branding, printing services, web/social media services, graphic design and other media) required in support of the Projects.

2.2 DURATION

Appleton Creative understands the Contract period will be thirty-six (36) months with the initial service to commence on or about September 15, 2017, and with Authority having options to renew the Contract for two (2) additional periods of one (1) year each upon the same terms and conditions, except compensation to the Contractor which shall be established by negotiation between the parties, subject to the limitations stated below. The option years compensation will be based on the annual unit prices. If the parties cannot successfully negotiate pricing for any renewal option year, the Authority may exercise its option to renew the Contract for such option year at the maximum prices described below. The compensation due to the Contractor in the first renewal option year, if exercised, may not exceed the annual unit prices for the immediately preceding year, increased by a percentage that equals the percentage, if any, by which the Consumer Price Index, United States City Averages, Urban Wage Earners and Clerical Workers (CPI-W), All Items (1982-84=100) ("CPI") published from time to time by the United States Bureau of Labor Statistics in effect as of the end of the thirtieth (30th) month of the Contract term exceeds the CPI in effect as of the end of the eighteenth (18th) month of the Contract term. The Compensation due to the Contractor in the second renewal option year, if exercised, may not exceed the annual unit prices for the immediately preceding year, increased by a percentage that equals the percentage, if any, by which the CPI in effect as of the end of the forty-second (42nd) month of the Contract term exceeds the CPI in effect as of the end of the thirtieth (30th) month of the Contract term.

2.3 SINGLE PROPOSER

Appleton Creative understands the Contract work shall not be divisible, but shall be awarded, if an award is made, to a single Proposer.

2.4 NOT EXCLUSIVE

Appleton Creative understands the Contract, if awarded, shall not be construed to create unto the Contractor any exclusive rights with respect to any of the Authority's creative service requirements. The Authority may in its sole discretion award any additional or similar services to any third party, or the Authority may elect to perform all or a portion of the services by its own employees.

2.5 UNDERSTANDING COSTS

Appleton Creative understands that its prices as a Proposer shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Proposer's costs during the initial term of the Contract must be reflected in its prices set forth in its Proposal. The Authority shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Proposer's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Proposer's overhead costs, including, but not limited to, costs of the required bonds and insurance coverages, shall be included in such Proposer's prices listed in its Proposal.

2.6 ITEMIZED PROPOSED FEE SCHEDULE (PF-9 through PF-14)

Appleton Creative has provided in Section 4.3 an itemized "Proposed Fee Schedule" for the Design and Proofs for Years 1, 2, and 3 for providing the various Creative Services for each item listed on lines 1 to 22 (in accordance with the Specification and the samples displayed at the Pre-Proposal Conference). We have also included hourly rates for Years 1, 2, and 3 on lines 23-26. Fees do not include the cost of paper or printing.

Appleton Creative understands that the Authority desires the highest quality creative services available at a reasonable price. Since Appleton Creative maintains a full scope of advertising services, under one roof in-house, projects are less time-intensive and very cost-effective.

Appleton Creative maintains a streamlined operation, with carefully studied equipment acquisitions to offer plenty of creative flexibility at a realistic price. Discovery sessions and an online project management portal keep communications streamlined through our efficient team environment.

3. PROPOSAL CONTENTS

3.1 RESUMES FOR DESIGN AND PRODUCTION DEPARTMENTS

Appleton Creative currently resides in the heart of Downtown Orlando at 539 Delaney Avenue. The office and production facility sit in a converted home built in 1903, where a warm and creative atmosphere make it a great place for employees to work and clients to visit. Over the years, Appleton Creative has been consistently known for its strong client relationships, can-do attitude and highly creative results.

Appleton Creative is also a certified Woman-Owned Business.

Appleton Creative enjoys high stability and low turnover; our newest employees being with the company for two+ years, while all senior employees have been here an average of 6-7 years.

Provided on the following pages are the details and qualifications of all individuals in design and production departments.

MICHAEL SPELTZ – Vice President of Video, Senior Director & Editor

Areas of Expertise: Video production and editing, campaign planning, video direction

Overview: Speltz has over twenty years in the video and film production field. He was the co-founder of Avid, Inc. since 1986, which rebranded to Appleton Creative, Inc. Speltz is an experienced director, cinematographer, videographer and underwater videographer for many on-location productions, including 35mm and 16mm film production for television commercials and music videos. Other productions include television series, corporate presentations, documentaries and corporate image pieces. Speltz has a reputation for working closely with clients and vendors to ensure timely and successful completion of any project he may be involved with, no matter how extensive.

Appleton Creative: Orlando, Florida, 1986 - Present
Vice President of Video, Senior Director and Editor

Speltz serves on the board of directors, in addition to being Vice President of the video department. At Appleton, he is responsible for the film and video production department of the company, overseeing the creative look on many different projects from concept to completion. Speltz is often specifically requested by other advertising agencies and many other clients to edit, produce and direct their projects. Some of these clients include: Toyota Boats, The Orlando Sentinel, Time Warner Communications, AAA, Kennedy Space Center, Walt Disney World, and Universal Studios Florida, to name a few.

WESH-TV, NBC Affiliate station, Orlando, Florida, 1985 – 1987
Videographer/Editor

Speltz worked at WESH-TV, NBC Affiliate Station, Orlando, FL, performing as a director, videographer and editor, where he earned an Orlando Press Club award. He also produced promotional campaigns.

WJTV, Jackson Mississippi, 1983 – 1985
Chief Photographer

Speltz managed a staff of news photographers and electronic newsgathering equipment. Duties included supervising and scheduling a staff of five crews, assigning and maintaining vehicles, cameras, recorders, lights, and tripods.

Boards & Organizations: Speltz has served on the advisory board for Everest University, Judged the Space Coast Addys and was brought in as a consultant to critique work at the International Academy of Design and Technology.

Education: Clover Park Technical College (Lakewood, Washington) and Bates Technical College (Tacoma, Washington)

Awards & Recognition: Speltz has won numerous regional, national and international awards, including receiving the prestigious Silver Medal Award, the highest honor given by the American Advertising Federation. Additionally, within the past three years, he has been awarded nine Creativity International Awards as well as an award from the Florida Public Relations Association.

AMY WISE – Vice President of Marketing & Sports Marketing Negotiations

Areas of expertise: Marketing strategies, brand advocacy, business development, public relations, media relations, creative writing, sponsorship negotiations

Overview: Amy Wise has been in the business of marketing partnerships for more than 19 years, honing her skills in the art of relationship building by standing firm in her philosophy that customer service is the most important tool in building long-term partnerships. She specializes in working with clients to identify and resolve their creative needs while jointly leading both public relations and sports marketing departments. Experienced in the art of media buying and negotiations as well, Wise demonstrates her multifaceted proficiency in any capacity.

Appleton Creative: Orlando, Florida, 2011 – Present
Vice President of Marketing & Sports Marketing Negotiations

In her position at Appleton Creative, Wise focuses on preparing and implementing effective marketing solutions for individualized client objectives. Throughout the partnership, she focuses on client recognition and continuous communication. In addition, Wise leads the media relations, sports marketing and public relations teams.

IMG Sports: Orlando, Florida, 2007 – 2011
Assistant General Manager

Wise worked at IMG's University of Central Florida property, opening both BrightHouse Stadium and the UCF Arena in the same year. For IMG, she managed new business acquisition, sponsorship negotiations, and client marketing fulfillment. She also oversaw the VIP experience for clients, managed the sports marketing internship program and worked in game day promotions. Additionally, she sold into the vast IMG Sports college property system, both for Florida Universities and nationwide.

Palace Sports and Entertainment: Tampa Bay Lightning, Tampa Bay Storm and St. Pete Times Forum: Tampa Bay, Florida, 2003 – 2007
Senior Corporate Marketing Manager

Wise joined the family at Palace Sports and Entertainment during their Stanley Cup Championship season. She managed and negotiated contracts on behalf of the Tampa Bay Lightning, the Tampa Bay Storm and the venue, St. Pete Times Forum. She worked with local and national clients and vendors, as well as represented the Tampa Bay Lightning in NHL leadership forums. She was the most proficient seller during the NHL lock-out, meeting and listening to clients needs to find other assets to get them exposure to the millions of fans in the Palace Sports and Entertainment system.

Pioneers (Arena Football 2): Wilkes-Barre/Scranton, Pennsylvania, 2001– 2003
Assistant General Manager

Wise oversaw the day-to-day operations of the franchise, including the sponsorship department, ticket sales department, merchandise department, public relations department and all game day fulfillment, including team officials and dance team.

Penguins (American Hockey League): Wilkes-Barre/Scranton, Pennsylvania, 1999 – 2001

Director of Corporate Partnership
Public Relations Coordinator

Wise oversaw all sponsorship fulfillment, as well as the game day script. Wise was also responsible for communicating with the media, hosting press conferences and running the press boxes during games. She also ran the team's community outreach program, Puck Pals, and was in charge of the 24-page weekly news print publication, Pens Express, which ran in the Citizen's Voice.

Beast of New Haven: New Haven, Connecticut, 1999 – 1999

Public Relations

Education: Bachelor of Science in Journalism, Ohio University, 1998

Awards & Recognition: Wise has received multiple recognitions in her field, including being recognized as one of ten leading women executives in the Wilkes-Barre when she was 25 years old. Acting as an account executive on various award-winning projects, she has earned more than 10 industry-related awards in the past three years, including those from the Florida Public Relations Association, the Creativity International Awards, the Davey Awards and the Aster Awards.

JAMIE KRUGER – Marketing Strategist & Lead Web Developer

Areas of Expertise: Campaign planning, media buying/placement, web strategy and development, project management

Overview: Beginning his career in the early days of the web, Jamie Kruger has experienced all the growth and innovation the Internet has to offer. He began his career as a graphic designer and front-end developer and currently is also the head of web programming at Appleton Creative. He has worked extensively on both white-label and custom content management systems (CMS), developing in PHP, traditional ASP, and ASP.net. Due to his rapport with clients, sales and development teams, he brings documentation and proposal management skills to every project.

Appleton Creative: Orlando, Florida, 2010 – Present
Marketing Strategist and Lead Web Developer

Kruger is responsible for proposal development, web project planning, social and search engine marketing and internal adoption and training of new technologies and techniques. He also acts as the senior programmer on web development projects.

Self-Employed: Orlando, Florida, 2007 – 2010
Web Developer, Project Manager and Business Analyst

Kruger worked on the branding and user interface development of web interfaces for many start-up and established companies, including the American Football League, HGV TV, Sony, Fox, CrowdCast, KickApps, UpperChord and others.

Sales & Marketing Technologies: Altamonte Springs, Florida, 2000 – 2010
Senior Web Designer and Project Manager

Kruger was responsible for all large scale, database-driven web projects, specializing in creating extensive websites for Florida Hospital and other healthcare leaders. He led all phases of project development, including proposal development, project documentation, graphic design, front-end programming, quality control and client training and customer support.

Education: Magna Cum Laude with honors, Florida State University, 1999

Computer Skills: Adobe Photoshop, Adobe Illustrator, HTML, CSS, PHP, MySQL, JavaScript, jQuery, Dreamweaver, Flash, Microsoft Office

Awards & Recognition: Kruger has received more than 12 awards in the past three years for his programming and web development expertise, including nine Creativity International Awards and multiple Davey Awards and Aster Awards.

DOLLY SANBORN – Senior Art Director, Web & Graphic Designer

Areas of expertise: Brand development, graphic design, web design, creative direction

Overview: Sanborn has a depth of experience in design, art direction and multiple mediums including print, interactive and web development. At Appleton Creative, she brings fresh creative ideas to the team. She has been responsible for several key projects, including the Orlando International Airport annual reports (both print and interactive), CNL corporate brochures (including CNL Hospitality and Retirement Communities), Orlando Regional Healthcare interactive, Tavistock print and digital promotional pieces, and Hilton Grand Vacations branding and web design, among others.

Appleton Creative: Orlando, Florida, 2005 – Present
Senior Art Director, Web and Graphic Designer

As art director and graphic designer, Sanborn creates design in all forms of print collateral and advertising media from concept through completion. Sanborn also designs for web, presentations and animations, specializing in branding, marketing promotions and advertising design.

CNL Financial Group: Orlando, Florida, 2004 – 2005
Senior Graphic Designer

Sanborn designed in-house marketing materials including brochures, advertisements, greeting cards and web banners for internal and external campaigns; maintained corporate brand; assisted in management of the production process. She also worked with Appleton Creative in a client/vendor capacity on various branding and marketing projects jointly.

Think Tank Studio, Inc.: Clearwater, Florida, 2001 – 2004
Graphic Designer

Sanborn designed printed material, including brochures, advertisements, logos and mailers, selected conceptual imagery, attended press checks, and assisted in production coordination with clients, printers, publications and vendors.

Education: Bachelor of Fine Arts in Graphic and Interactive Communication, Ringling College of Art and Design, 1999

Computer Skills: Adobe Photoshop, Adobe Illustrator, Adobe InDesign, HTML/CSS, WordPress, JavaScript, After Effects

Awards & Recognitions: Sanborn has won over 29 industry-related awards within the past three years, including 21 Creativity International Awards, in addition to many from the Florida Public Relations Association, the Davey Awards and the Aster Awards. She was also the winner of the Arts Japan 2020 Logo Contest.

ERIC CZERWONKA – Art Director, Senior Designer & Animator

Areas of Expertise: Brand development, graphic design, web design

Overview: Czerwonka has over 14 years of experience in graphic design. In addition to his print and web design portfolio, he has an extensive 3D interactive media and simulation background, having worked with 3D modeling, texture creation, scripting and config writing. Czerwonka's graphic design work has won awards in the categories of print, children's software and corporate communications.

Appleton Creative: Orlando, Florida, 2011 – Present
Art Director, Senior Designer & Animator

As a graphic designer, Czerwonka is responsible for the creative design and production of print and digital collateral, as well as front-end web design. At Appleton Creative, Czerwonka has worked on several high-profile clients including the University of Central Florida, Hyatt, Hilton Grand Vacations Club and Tavistock Group. He designs for both digital and print campaigns.

Windsor Continental Corp: Orlando, Florida, 2004 – 2011
Art Director

In addition to creative direction and production, Czerwonka was responsible for branding development, scheduling, budgeting and estimating, 3D modeling and scripting, VBS1/VBS2 development and terrain database creation.

Kym Abrams Design: Chicago, Illinois, 2002 – 2004
Graphic Designer

Czerwonka provided art and creative direction, graphic design, print production, project management, branding development, scheduling, budgeting and estimating, press checks and approvals, hiring photographers/illustrators, managing photoshoots, digital photography and illustration.

Freelance Designer: Chicago, Illinois, 2000 – 2002

Czerwonka worked with various clients, including VSA Partners and Leapnet, Inc. He created annual reports, graphic design of e-commerce websites, identity and branding development of corporate design and developed standards for corporate identity usage.

Education: Bachelor of Arts in Graphic Design, Illinois State University, 1998

Computer Skills: Adobe Photoshop, Adobe Illustrator, Adobe InDesign, HTML/CSS, WordPress, JavaScript, After Effects

Awards & Recognition: Czerwonka has earned more than 26 awards in the past three years with 20 Creativity International Awards as well as numerous Davey, Aster and Florida Public Relations Associations awards.

JENNIFER GRAVEN – Senior Graphic Designer & Social Media Manager

Areas of Expertise: Graphic design, social media planning, web design, photography

Overview: Jennifer Graven has a dual degree from the University of Central Florida in graphic design and advertising and public relations, bringing both commercial and fine arts perspectives to her work. With an eye for innovative and upcoming design trends, she creates and produces highly creative design pieces for both print and web.

Appleton Creative: Orlando, Florida, 2010 - Present
Senior Graphic Designer and Social Media Manager

Graven brings beautifully crafted and innovative designs to the forefront of client satisfaction at Appleton Creative. Her positive attitude, graphic design experience and written communication abilities make her the perfect social media manager, where she creates, manages and designs social content calendars for Appleton clients. In addition to being a valuable graphic designer and social media manager, Graven serves as Appleton Creative's photo documenter, capturing Appleton's office, team and community events.

Jennifer Graven Photography: Orlando, Florida, 2009 - Present
Photographer

Currently, Graven promotes her personal photography initiatives by photographing events, products and portraits including families, children, engagements, special occasions and traditional portraits. Graven is also skilled in photo editing and manipulation, and she works as a second shooter for local wedding photographers.

University of Central Florida Design Group: Orlando, Florida, 2010
Graphic Designer

Graven designed brands, advertisements and promotional materials for the University of Central Florida's Student Government Association, registered student organizations, homecoming committee and student involvement groups.

Education: Bachelor of Fine Arts in Graphic Design, Bachelor of Arts in Advertising/Public Relations, University of Central Florida, 2010

Computer Skills: Adobe Photoshop, Adobe Illustrator, Adobe InDesign, HTML/CSS, WordPress, Dreamweaver

Awards & Recognition: Graven has acquired more than 27 awards within the past three years, including 20 Creativity International Awards, in addition to awards earned from the American Advertising Federation, the Florida Public Relations Association, the Davey Awards and the Aster Awards.

Jacob Spikes – Digital Marketing Manager

Areas of Expertise: Campaign planning, digital media buying, search engine optimization, social media marketing, marketing strategy

Overview: Jacob Spikes has a wealth of experience elevating companies with strategic digital marketing tactics. Beginning his career with a strong focus on campaign planning and analytics, Spikes has developed his skills to execute various successful comprehensive digital campaigns for clients. From directing digital media campaigns to obtaining substantial organic rankings, Spikes blends his creative and analytical backgrounds to ensure clients are always one step ahead of the digital curve.

Appleton Creative: Orlando, Florida, 2015 – Present Digital Marketing Manager

As a Google Analytics Certified digital specialist, Spikes works with clients to establish and improve website search rankings, utilizing paid and white-hat organic methods. Extensive experience and analytical research paired with client objectives allow him to give detailed SEO analysis and digital marketing recommendations for web content, structure and media buying.

Rising Curve Media, LLC: Orlando, Florida, 2014 Internet Marketing Keyword Specialist

Spikes was responsible for conducting research of keywords to increase visibility of the company and its clients through PPC campaigns. He provided optimization consultation to help companies reach the first page in search engine results. Spikes also developed and implemented standards for how campaign copy was positioned.

Central Florida Community Arts: Orlando, Florida, 2014 Marketing Intern

Spikes developed and implemented strategic and successful social media campaigns, and used his SEO experience to implement a new blog and podcast for the organization. Spikes created a new line of merchandise to promote the organization within the community as well as designing a new logo, flyers, pamphlets, and playbills. These projects gave him the opportunity to source multiple vendors and create and contact media lists.

Topline: Orlando, Florida, 2013 Marketing and Public Relations Intern

Spikes was responsible for organizing logistics for product launches and ICAST trade show. After product launches, Spikes assisted sales staff in order procurement and acted as a sales agent. He also coordinated sales-driven social media campaigns and developed the marketing collateral to accompany them.

Monster Energy: Orlando, Florida, 2012-2013

Brand Ambassador

Spikes organized sampling events throughout universities' campuses and surrounding communities to boost traffic to Monster Energy's social media profiles. He assisted in promotional events during sports and philanthropy events where he distributed marketing materials. He also analyzed events to submit reports for company improvement.

Mosaic Sales Solutions: Orlando, Florida, 2012

Brand Ambassador

Spikes developed local and national sales strategies for Dell Computers and created a referral program for the University of Central Florida Technology Product Center. He created a line of promotional sales materials for campus events and the Technology Product Center. Spikes also developed and implemented social media campaigns for Dell's Florida Facebook and Twitter profiles.

Education: Bachelor of Arts in Human Communication, University of Central Florida, 2015

Awards & Recognition: Within the past three years, Spikes has won a Creativity International Award in the Media & Interactive specification for implementing the digital campaigns for Orlando Regional REALTOR® Association.

VICTORIA COLDITZ – Conceptual Copywriter & Communications Coordinator

Areas of Expertise: Copywriting, client communications, social campaigns

Overview: Victoria Colditz combines her devotion to grammar, passion for communications and extensive copywriting experience to produce compelling pieces for clients. Her thorough background in copywriting transcends to various aspects of the advertising industry, including web, script, print, blog, social media and public relations. She crafts persuasive, impressive and strategic messages that directly pertain to the target audience of the brand and strategy of the campaign. Colditz possesses an unrelenting dedication to perfecting each piece she writes, and she values the input of project managers to ensure client satisfaction.

Appleton Creative: Orlando, Florida, 2015 – Present
Conceptual Copywriter and Communications Coordinator

At Appleton Creative, Colditz utilizes her multifaceted communication skills in various ways. She is responsible for client communication and coordination on numerous projects, while also proving to be a valuable asset within the copywriting team. Colditz produces a versatile suite of written pieces, including writing for social media, blogs, public relations and advertising pieces.

GreenHouse Agency: Lake Mary, Florida, 2013 – 2015
Copywriter

Colditz produced, developed and refined strategic digital marketing messages for a variety of clients at GreenHouse Agency, where she gained in-depth knowledge of writing for the digital landscape. She performed extensive keyword research, created detailed content calendars for social media and blogs and wrote copy for blog articles, PR materials, email campaigns and advertising pieces. In addition, Colditz was in charge of managing client blogs and social media.

Education: Bachelor of Arts in Advertising and Public Relations, University of Central Florida, 2015

Awards & Recognition: In the past three years, Colditz has been awarded seven Creativity International Awards and numerous other industry-related awards, including those from the Davey Awards and Aster Awards.

Ashley Montgomery – Copywriter & Content Developer

Areas of Expertise: Conceptual copywriting, social media planning, content creation and management

Overview: Ashley Montgomery utilizes her three areas experience in advertising and public relations, writing and rhetoric and business administration to create effective results for clients. Experienced in both technical and creative copywriting, Montgomery employs her extensive research and interpersonal skills to produce precise and concise copy for clients. These skills yield success in a broad range of mediums, from web and out-of-home advertising to press releases and social media content. Montgomery implements a precise attention to detail and tenacious mindset to ensure every piece is perfected.

Appleton Creative: Orlando, Florida, 2016 – Present Copywriter and Content Developer

At Appleton Creative, Montgomery applies her technical and creative copywriting skills to accurately exceed client expectations. She produces numerous weekly articles concerning various topics for Appleton and clients, as well as planning and executing social media content across multiple platforms. Additionally, Montgomery works as part of the public relations team, gathering sources and working as a liaison between clients and the media.

University of Central Florida School of Performing Arts: Orlando, Florida, 2015 – 2016 Marketing and Public Relations Strategist

At UCF's School of Performing Arts, Montgomery utilized her copywriting, public relations and social media skills. She conducted primary research through interviews to create articles for the organization's newsletter while producing and pitching weekly press releases to major news organizations in the country. Montgomery was solely responsible for managing and creating social media content across several sites, as well.

Education: Bachelor of Arts in Advertising and Public Relations, University of Central Florida, 2017;
Summa Cum Laude; National Achievement Scholar, Class of 2017 Outstanding Research Project

DOUG STEWART – Strategic Communications Manager

Areas of Expertise: Strategic campaign planning, internal/external relationship management, analytical and conceptual problem solving, negotiations

Overview: Doug Stewart is a punctual people-person who has used his business-oriented attitude and positive personality to lead projects and accounts at a selection of top Orlando agencies. He provides precise direction to ensure project goals and deadlines are accomplished, and his background in advertising strategy and research design make him an asset to the account planning team. Fueled by the ambition to attain unparalleled excellence, Stewart's goal-oriented work ethic ensures that deadlines are met and results are achieved. Stewart is a firm believer in practicing transparent communication, both in and outside of his profession, to treat each client as the unique business or organization that it is.

Appleton Creative: Orlando, Florida, 2014 – Present Strategic Communications Manager

As a strategic communications manager, Stewart uses strong listening skills and impeccable organization to understand the needs of the agency and provide precise direction for its creative team. Stewart's typical day ranges from supplying clients with comprehensive status reports to compiling in-depth marketing contracts to organizing detailed action plans for upcoming projects, and everything in between.

Push: Orlando, Florida, 2014 Account Coordinator and Digital Marketing Strategist

Stewart was responsible for catering to specific client needs both inside and outside of the agency. His duties ranged from project management, creation of digital analytics reports and catering to all unique client requests. During his time as part of the digital marketing team, Stewart was able to use his knowledge of SEO to improve the Google search rankings for several clients, moving many from being buried in the results to having their website listed on the first page of Google. Additionally, he developed creative content for clients in the form of Facebook advertisements and billboards, which were published in the Greater Orlando area.

Education: Bachelor of Arts in Advertising and Public Relations with a Minor in Psychology, University of Central Florida, 2015

Awards & Recognition: Stewart has received numerous industry awards in the past three years, including five Creativity International Awards, two Davey Awards and two Aster Awards for the accounts he has managed, such as Orlando Regional REALTOR® Association, Masterpiece Design Group, Kids Beating Cancer and Granny NANNIES, to name a few.

KELLY BYRNE – Associate Videographer & Editor

Areas of Expertise: Video production, film editing, audio technology, cinematography

Overview: Kelly Byrne fuses her video production background and fascination for storytelling by creating engaging videos for clients. She has produced a vast array of videos, including promotional pieces, commercials, social videos and more, eliciting various styles ranging from informational to sentimental. Working on many different projects each day, Byrne especially enjoys utilizing her talents for clients of different industries, tailoring their videos to be both fitting and unique to their company.

Appleton Creative: Orlando, Florida, 2016 – Present
Associate Videographer and Editor

At Appleton Creative, Byrne applies her video production experience to new projects by researching assets, editing and collaborating to make entertaining videos for Appleton and its clients. While she often assists on production shoots, her main focus is editing videos for clients, including Indian River Medical Center, Orlando Utilities Commission and Boy Scouts of America.

Skystorm Productions: Lake Mary, Florida, 2016
Video Editor

During her employment at Skystorm Productions, Byrne assisted video editors by researching video assets, such as music, stock footage and animations to enhance projects. Some of her other work responsibilities included transcribing interviews, graphics animation, scriptwriting and editing, and video coordination and storytelling.

University of Central Florida's Office of Student Involvement: Orlando, Florida, 2015-2016
Video Editor and Videographer

Byrne jumpstarted her video career by capturing footage and editing videos for the numerous agencies at the University of Central Florida's Office of Student Involvement. She shot events such as UCF's Spirit Splash, Knight-Thon, comedy shows and concerts, including the Chainsmokers and T-Pain. From shooting on-campus activities to conducting interviews, Byrne gained a great deal of experience working behind the scenes at events and promoting them through video.

Education: Associate of Arts, Florida Atlantic University, 2014; Bachelor of Arts in Interdisciplinary Studies, University of Central Florida, 2016

Clara Winborn – Graphic Designer

Areas of Expertise: Graphic design, visual ideation, web design

Overview: Excelling at graphic design, Clara Winborn produces creative and intuitive pieces for a variety of industries. With her classical training in arts and emerging media, Winborn merges her skills in Adobe XD, Illustrator, Photoshop and InDesign to meet client expectations in a proficient manner. Experienced in both print and digital design, she implements a strategic approach with every project to ensure client objectives are maximized.

Appleton Creative: Orlando, Florida, 2017 – Present Graphic Designer

As a graphic designer at Appleton Creative, Winborn executes various projects for print and digital mediums. She excels in transforming art direction into notable pieces for both Appleton and clients. Part of her responsibilities also lie in providing visual support for social media.

University of Central Florida International Affairs & Global Strategies: Orlando, Florida, 2016 Graphic Designer

Winborn was responsible for updating print materials, as well as creating an entire poster series to advertise educational events on campus. Concurrently, she designed promotional pieces for several departments at the university, including the English Language Institute and UCF Study Abroad.

University of Central Florida Prime Stem: Orlando, Florida, 2016 Graphic Designer

Employed as the primary designer for print materials, Winborn was tasked with producing and managing educational pamphlets and event flyers for organizational services. Ancillary responsibilities included poster and social media graphic design.

Radio Station Z88.3: Orlando, Florida, 2016 Graphic Designer

Winborn was responsible for designing a series of promotional graphics for the organization's various social media platforms.

STEAM Exhibit, Orlando, Florida, 2016 Graphic Designer

Winborn collaborated with the UCF science department to develop a planetary-themed poster for the annual UCF STEAM Exhibit.

Education: Associate in Arts, Valencia College, 2014; Bachelor of Fine Arts in Emerging Media, University of Central Florida, 2017

KIM FORAN – Finance & Operations Executive

Areas of Expertise: Finance, administration, payroll, human resources, systems technology operations, staff development

Overview: Kim Foran has been in the accounting field for over 25 years with extensive experience in finance, administration and payroll. She has demonstrated capabilities to reduce internal costs, improve operations, impact business growth and maximize profits.

Appleton Creative: Orlando, Florida, 2010 - Present
Finance & Operations Executive

Foran brings her years of experience to Appleton Creative. Her duties include supervising day-to-day operations, leadership of entire financial functions including reporting, human resources and business inflow/outflow.

M2 Financial/Ron Cole CPA Firm: Florida, 2006 – 2007
Accountant

Foran worked as an accountant, where she was in charge of maintaining multiple clients' accounting systems and preparing monthly reports, such as balance sheets, profit and loss, a/p aging and cash flow. She also prepared quarterly reports (940, 941, UCT-6) and annual reports (W-2's and 1099-MISC).

Willcare: New York, 1995 - 2006
Assistant Controller

At Willcare, a home health company, Foran was responsible for preparing and posting monthly closeouts for payroll, sales, cash receipts and transfers/deposits. She also posted and paid accounts payable invoices after processing the aged a/p reports.

Snyder Tank Corp: New York, 1990 - 1995
Supervisor of Accounting & Payroll

Foran began her career at Snyder Tank Corp as Assistant Supervisor of Accounting & Payroll, responsible for bank reconciliations, journal entries, spreadsheets, sales tax reports, salaried payroll and maintaining all benefits for the corporate and subsidiary offices. She was later promoted to Supervisor of Accounting & Payroll where she kept these duties and was also responsible for the accounts payable and the accounts receivable departments.

Education: Bachelor of Science in Accounting, State University of New York College, 1990

3.2 RESUME FOR ACCOUNT MANAGER

DIANA GEORGIOU LARUE --Chief Executive Officer, Creative Director & GOAA Account Manager

Areas of Expertise: Brand and business development, campaign planning, creative direction

Overview: Diana LaRue founded her first company in the late 80's after working in the publications and agency worlds. After many changes in technology, a merger with a film company and morphing into a full-service agency, the rebranded company Appleton Creative, Inc. was formed.

LaRue has cultivated an agency that leverages its creative excellence into valuable, tangible results for each client. LaRue is guided by an intuitive sense of marketing strategy, combined with a creative passion for excellence and a true belief in thorough research and analytics. Her design skills are augmented by a talented, diverse team of professionals carefully selected to highlight each of their unique capabilities. This in tandem with their collective community services has created a dynamic work environment, enjoyed by team and clientele alike.

Over the years, LaRue has developed a broad and comprehensive creative portfolio that illustrates her abilities to grow brands beyond traditional means. Under her creative direction and leadership, Appleton Creative has produced regional, national and international award-winning campaigns. LaRue's track record covers a variety of industries, including healthcare, technology, nonprofit organizations, real estate, development, tourism and hospitality.

Appleton Creative, Inc.: Orlando, Florida, 1987 - Present
Chief Executive Officer

LaRue serves on the board of directors where she holds the officer positions of President and Secretary. In addition, LaRue serves as senior creative director, in which she researches client creative needs and supervises the design team and production staff to translate those needs into a creative concept. She has a strong focus on branding and marketing collateral in many advertising mediums.

In the span of three decades, she has acted as designer, art director and creative director on such notable accounts and publications as: AAA, CNL Companies, Florida Hospital, Florida Literacy, Hilton Grand Vacations, Isleworth, Orlando International Airport, Orlando/Orange County Convention & Visitors Bureau, Orlando Health, RE/MAX, Tavistock, The Golf Channel, The University of Central Florida and Central Florida Expressway Authority.

Avid, Inc.: Orlando, Florida, 1998 – 2004
VP/Owner, Creative Director

Neo Geo, Inc.: Orlando, Florida, 1988 – 1998
CEO/Founder, Creative Director

Boards & Organizations: LaRue is a community leader, serving four years on the City of Orlando Downtown Development Board Review Committee, five years on the UCP of Central Florida Expert Brand Committee and eight years on the UCF Town & Gown Community Relations Council Board. She currently resides on the Rollins College ATHENA*PowerLink* Governing Board, the Zebra Coalition Board of Directors, the Habitat for Humanity of Greater Orlando Women Build Marketing Committee and the Foundation for Foster Children Marketing Committee. She is a longstanding member of the Orlando Advertising Federation, Commercial Real Estate for Women (CREW) and Florida Executive Women (FEW).

Education: Bachelor of Science in Visual Communications, Florida State University, 1985

Awards & Recognition: LaRue has won more than 100 awards personally and over 300 awards and accolades with her company in the regional, national and international arenas. Her portfolio includes more than 35 Creativity International Awards and numerous awards from the Davey Awards, Aster Awards and Florida Public Relations Association. In 2013, she won Woman Business Owner of the Year from Orlando Business Journal, Women Who Mean Business. Most recently, she won the 2016 Silver Medal Award, the highest honor given by the American Advertising Federation.

3.3 EQUIPMENT CAPABILITIES

Appleton Creative is one of a handful of pioneers in the computer graphic design field in Orlando. The company has used computer technology in the design and production of print graphics since 1989, before many of the service bureaus were equipped. All designers and artists are completely versed in computer graphic design techniques and software, staying abreast of the advancements in computer graphic design technology to maintain a high level of expertise.

Appleton Creative has seven design and workstations, six of which are top-of-the line 27" iMacs, two 4K capable 27" iMac video editing suites, 4 MacBook Pro laptops, 7 Mac Mini stations, 2 Dell laptops, and two additional Windows-based PCs, which are used for development and testing. Two high-end digital printers are used for high resolution proofs and short-run digital printing.

Appleton Creative uses the latest software from Adobe including Creative Cloud (Photoshop, Illustrator, InDesign, Dreamweaver, Premier, After Effects and more), Microsoft Office 365, Suitcase Fusion 7 and Apple's Mac OS Sierra. Basecamp is used for project management and as a client project status portal.

Our web development and testing environment includes UltraEdit, Putty, Git, WinSCP, Litmus, and the WAVE Accessibility Tool. Our device collection allows us to test digital projects on all modern browsers running on Windows, Mac OS, iOS and Android. We administer a cloud hosting environment for both development and production websites.

Additionally, Appleton Creative stores customer files on fully redundant RAID storage with both onsite and offsite backups.

3.4 CONFLICT OF INTEREST

Appleton Creative has no current clients that would be perceived as a conflict of interest. If selected, Appleton Creative shall promptly notify the Authority in writing of any account or assignment undertaken that could be considered as conflicting with the work being performed for the Authority.

Known for our fun, fresh and innovative approach to meeting our clients' goals, Appleton Creative is a tremendous resource for both large and small companies. Whether you need us to assist you with just one part of a large project or to produce a project from concept to completion, we are ready to work with you with all the elements of creativity and intelligence.

Appleton Creative's representative clients include:

PRODUCTS & SERVICES

ABC Fine Wine and Spirits
Barney & Co.
Compass Knowledge
EarthLinked Technologies, Inc.
Florida Municipal Power Agency
Laser Institute of America
Marketing Ala Carte
Massey Services, Inc.
Masterpiece Design Group
Orlando Sentinel
Orlando Utilities Commission
Scholastic
TBS Factoring Service
Washburn Imports
Westfield
Yogen Früz

BUSINESS & FINANCE

CFO Strategic Partners
CNL Companies
Florida Lawyers Mutual Insurance
NNN REIT
Dean Mead
Eidson Insurance
Franklin Square
Grey Dunes Holdings
Harcourt
JDS Holdings
Marsh & McLennan Companies
Seaside Bank
Seaside Insurance
Tavistock Group
The Boeing Company
US Crane

EDUCATION, HEALTHCARE & COMMUNITY

Aspire Health Partners
Beacon College
CareerSource Central Florida
EDC of Mid-Florida, Inc.
Enterprise Florida, Inc.
Florida Hospital
Granny NANNIES
Kids Beating Cancer
Orange County Library System
Orlando Health
Orlando Chamber of Commerce
Pet Alliance of Greater Orlando
Rollins College
Seniors First
University of Central Florida

TRAVEL & LIFESTYLE

AAA
American Culinary Foundation
CNL Lifestyle Properties
Hilton Grand Vacations Club
Hyatt Regency
Golf Channel
Marriott
Orlando International Airport
SeaWorld
Solar Bears
Universal Studios
Urbain 40
Walt Disney World

REAL ESTATE & DEVELOPMENT

Albany
amaZulu, Inc.
Baker Barrios
CNL Real Estate & Development
Colliers Arnold
Florida Association of Realtors
Isleworth Realty
Nodarse
Old Fort Bay
PCL Construction
Re/Max
RL Haines
Spironello Custom Homes
Streamline Mortgage Solutions
Tavistock Group

COMMUNITY INVOLVEMENT & CONTRIBUTIONS

Boy Scouts of America
Downtown Arts District
First United Methodist Academy
Foundation for Foster Children
Freedom Ride
Grace Medical Home
Junior Achievement
Mennello Museum
Rollins College,
ATHENA PowerLink
The Center for Drug-Free Living
UCF Town & Gown
UCP of Central Florida
Victim Service Center of Central Florida
Zebra Coalition

3.5 CREATIVE CAPABILITIES & SAMPLES

Since 1987, Appleton Creative has been growing brands and developing effective strategies to promote the goods and services of prestigious companies locally, nationally and internationally. With the canopy of services that Appleton Creative covers, businesses enjoy the opportunity to have all branches of conceptualization, production and completion under one roof.

Key Services

DIGITAL MEDIA

Online Marketing

- Eblasts
- Enewsletters
- Web Banners
- Analytics & Tracking
- Search Engine Optimization
- PPC Advertising

Social Networking

- Blogs
- Facebook
- Twitter
- YouTube
- Google+
- Instagram
- LinkedIn
- Pinterest

Responsive Website Design

- Custom Programming
- Portals
- Ecommerce
- Online Learning

Content Management Systems

- WordPress
- Joomla
- Drupal
- Custom

Interactive & Rich Media

- Animation
- Streaming Video
- CDs & DVDs

Mobile Development

- Mobile Sites
- Responsive Sites

BRAND & ADVERTISING

Campaign Strategy

- Marketing Plan
- Campaign Voice
- Media Buying

Brand Development

- Messaging
- Corporate Identity
- Logo Design
- Brand Book

Advertisements

- Publications
- Billboards
- Digital

Collateral & Print

- Brochures
- Media Kit
- Catalogs
- Direct Mail
- Invitations
- Annual Reports

Environmental Spaces

- Signage
- Tradeshow Displays
- Office / Interior Installations

Copywriting

- Creative Writing
- Scriptwriting

Public Relations & Media

- Press Releases
- Media Plans
- Special Events

VIDEO, AUDIO & FILM

Production Services

- Storyboarding
- Casting Calls
- Scriptwriting
- Location Scouting
- Art Direction
- Video Director

On-location Shoots

- Interviews
- Teambuilding
- Corporate Training
- Marketing Videos
- Promotional Videos
- Special Events
- Commercials
- Film
- B-Roll
- Photography
- 360° Tours

Video Editing

- High Definition
- Animation
- Chroma Keying
- Compositing
- Legacy Format Digitizing
- DVDs
- Web Video

Audio Production & Editing

- Sound Booth Recording
- Radio Spots

One of the greatest benefits that Appleton Creative can offer the Authority is the first-hand knowledge and experience we have gained through working closely with the Authority since 2001. We have an excellent understanding of how the airport works, what its marketing goals are and how to work together to achieve them. Without this learning curve to get past, we can quickly respond to the new marketing goals set forth in the coming months. Our recent creative graphic design and video work demonstrate our responsiveness and knowledge. We are dedicated, loyal and we love our Airports. We want to spread the message of how wonderful our Airports are to the world!

Samples that demonstrate that Appleton Creative has successfully preformed work similar to that in the Request for Proposals can be seen in our **Creative Samples in Attachment A:**

GOAA & OIA Creative Samples:

Comprehensive Annual Financial Reports (CAFRs)
New construction brochure and trade show display
MCO brochures (2015 & 2016)
Small business diversity brochure
Space Coast brochure
Press kit folder
Fold-out poster brochure insert
Billboards
Ad campaigns
History book
30th anniversary video, brochure and invitation
Strategic plan
Wayfinding maps
OIA guides
North Terminal Complex brochure
GOAA master plan
Westfield

Additional Portfolio Samples:

Financial Support

Seaside Bank & Trust, Seaside Insurance
CNL Corporate Trust REIT
Franklin Square BDC Investment Corp.

Real Estate and Development

Orlando Regional REALTOR® Association
Hilton Grand Vacations
Tavistock: Albany, Isleworth, Stockworth
EastGroup Properties: Steele Creek, Horizon, Southridge

Transportation and Commuting

Expressway Authority
City of Orlando
TBS Family of Companies

Community

Orange County Library System
Lake Gibson Village Retirement Community
EarthLinked Technologies

Consumers

Urbain 40 American Brasserie & Lounge
Yogen Früz
John Michael Catering

Healthcare

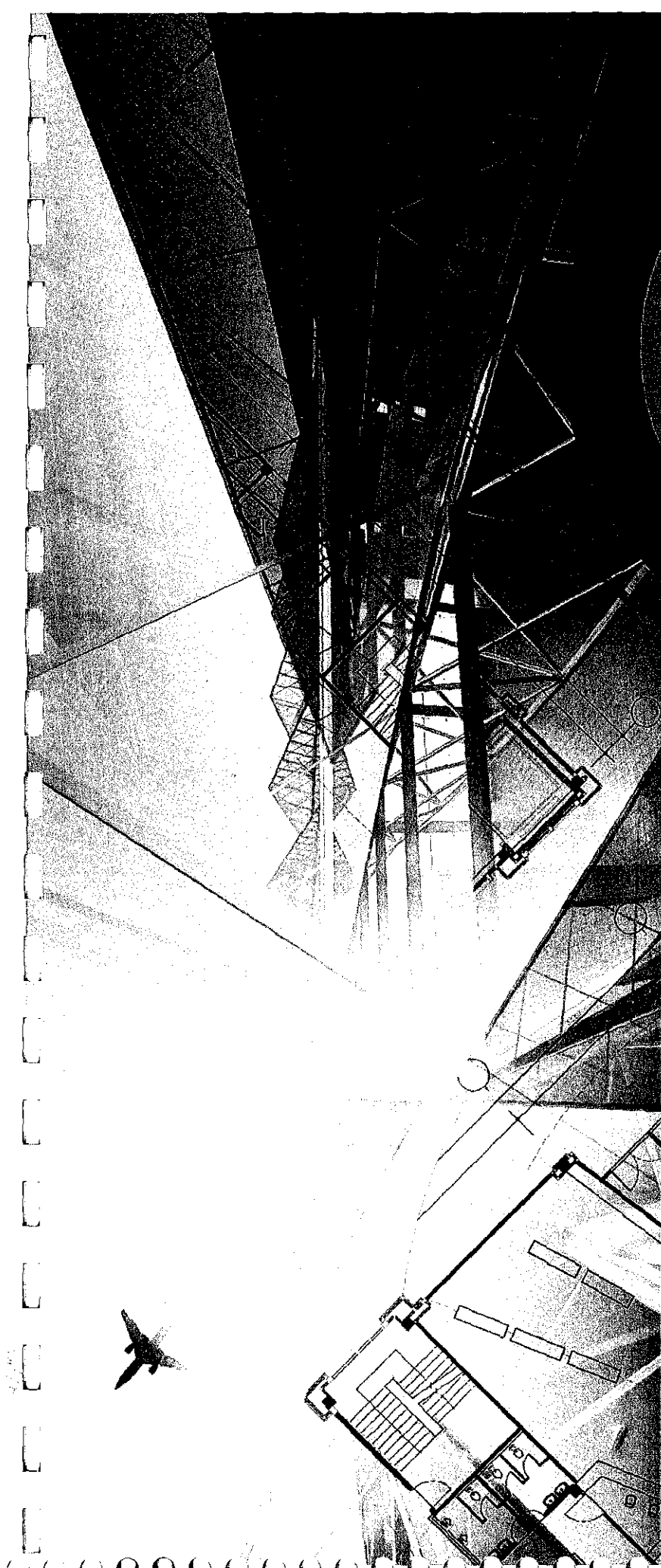
Morrison Healthcare
Orlando Health
Granny NANNIES

Sports and Outdoor Activities

Dragon Boat
Solar Bears
Golf Channel

Nonprofits

Pet Alliance of Greater Orlando
Seniors First
Foundation for Foster Children
Aspire Health Partners
Zebra Coalition
Victory Cup Initiative

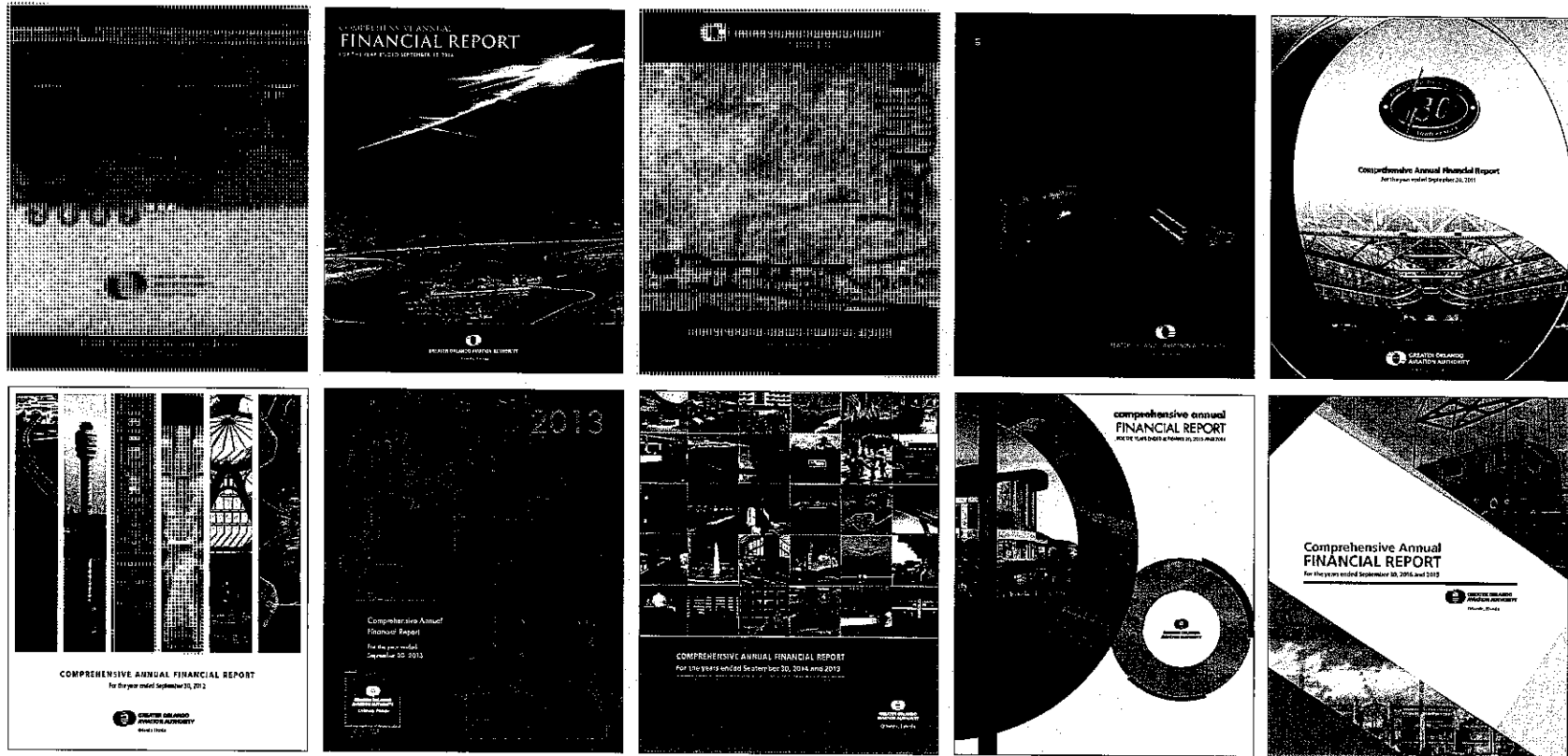


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ATTACHMENT A:

CREATIVE SAMPLES

**PORTFOLIO OVERVIEW OF WORK FOR
GREATER ORLANDO AVIATION AUTHORITY**



comprehensive annual financial reports (CAFRs)



new construction brochure

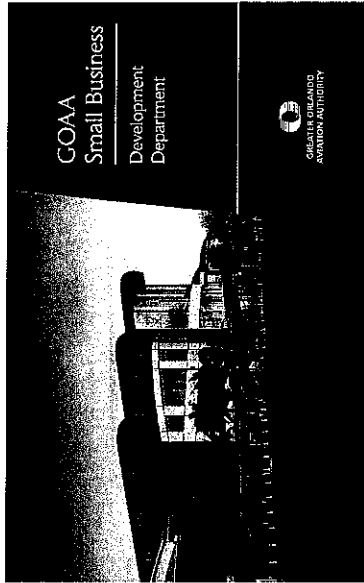


trade show display



MCO brochure 2016

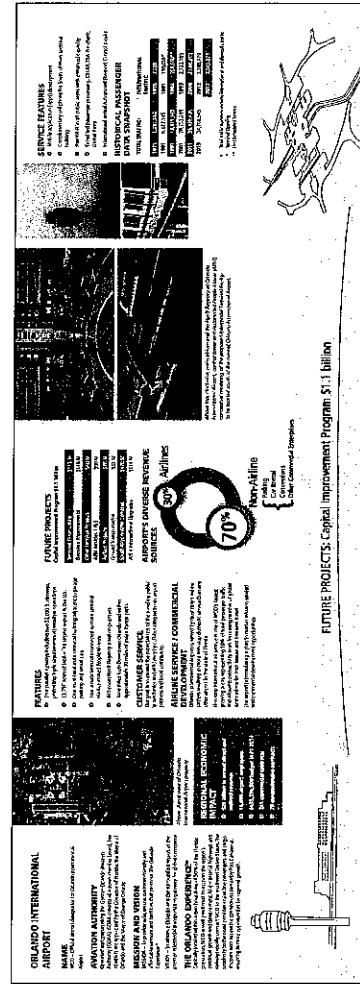


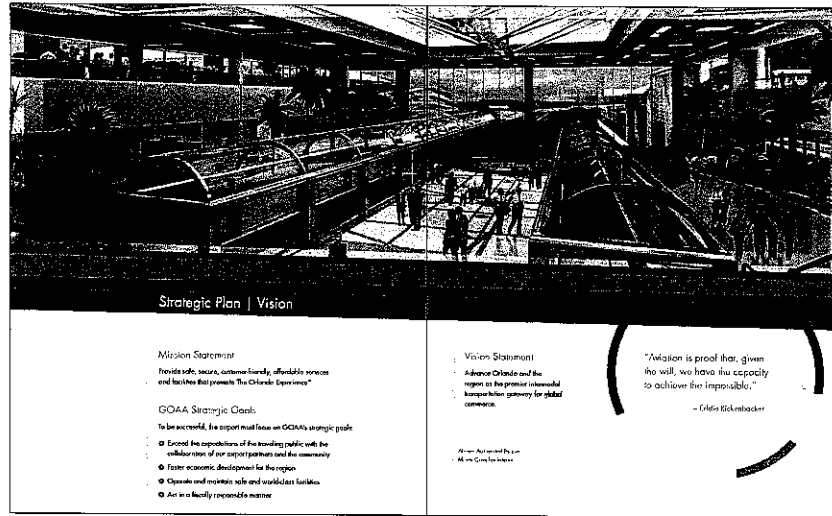


small business diversity brochure

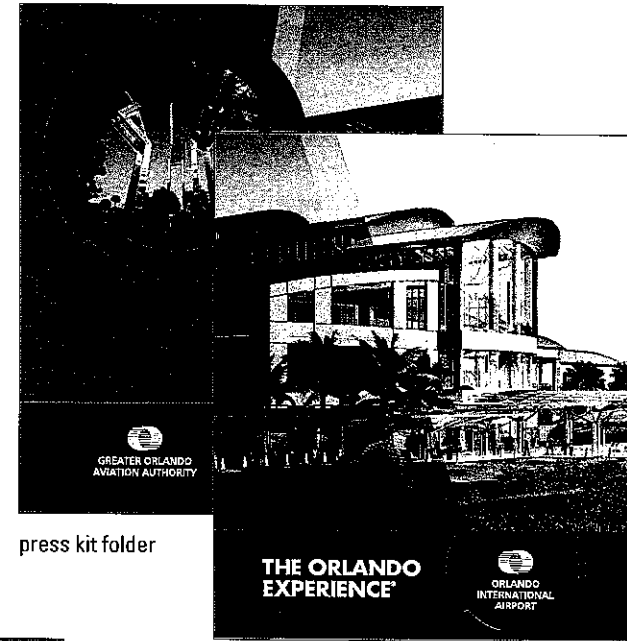


space coast brochure

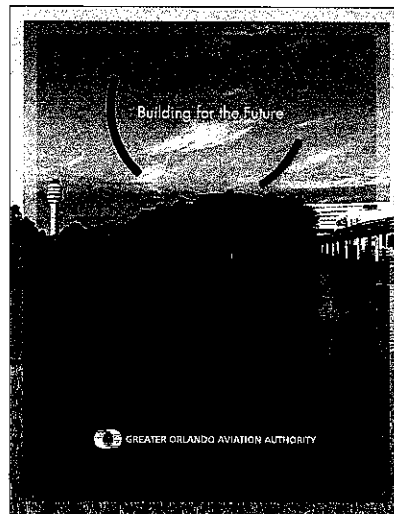




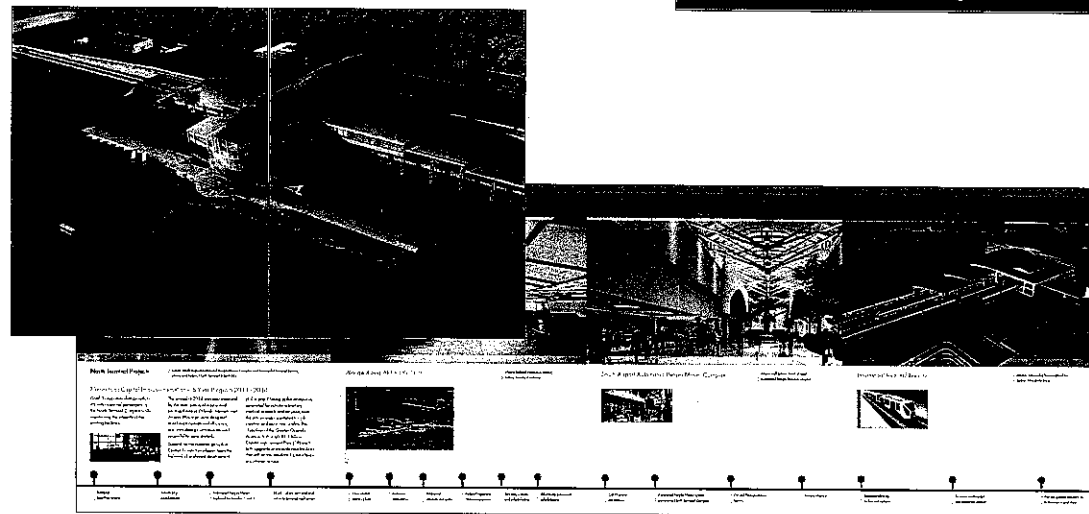
MCO brochure 2015



press kit folder

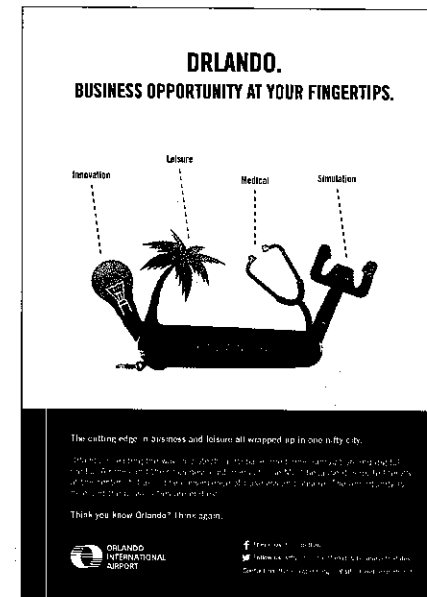
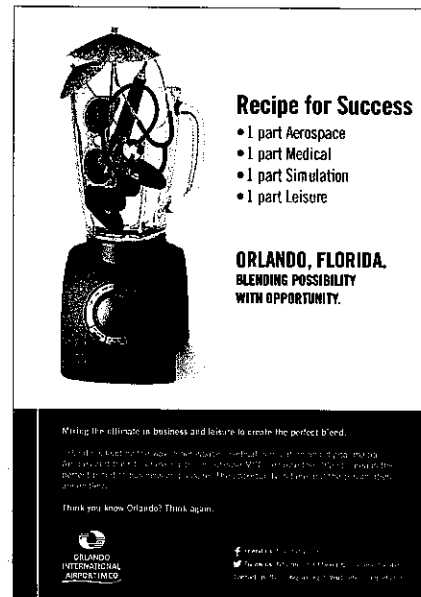
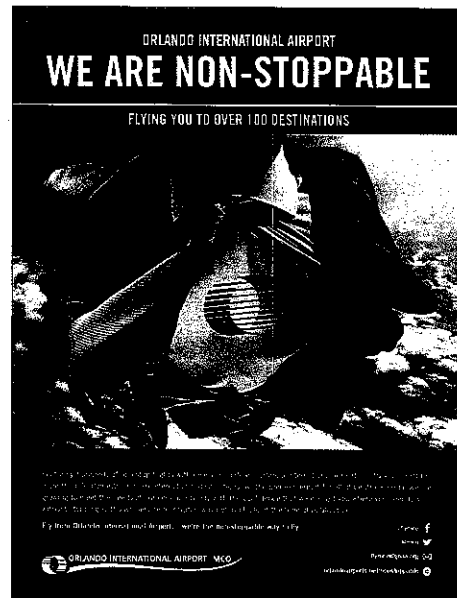


fold-out poster brochure insert





billboards



ad campaign



history book



30th anniversary video



Orlando International Airport

Sunday, October 2, 2011

30TH ANNIVERSARY ENTERTAINMENT

Hyatt Atrium - (gates 60-129)

Na Opio pio I Orlando Dance Group 1:15 - 1:45 p.m.
Kanani Nicdao

Welcome 1:45 - 1:50 p.m.
Phil Brown, Executive Director

Cesar E. Calvet, Chairman 1:50 - 1:55 p.m.
Greater Orlando Aviation Authority

National Anthem 1:55 - 2:00 p.m.
Amy Thomas

Sunday 4 Quartet 2:00 - 2:30 p.m.

Airline Giveaways 2:30 - 2:45 p.m.
Brigitte Goersch, Deputy Executive Director
Administration, Security, and Technology

Orlando School of Cultural Dance 2:45 - 3:15 p.m.

Airline Giveaways 3:15 - 3:30 p.m.
Jim Rose, Deputy Executive Director
Director, Business Services and Facilities

Tony Wynn & Carmen Brown 3:30 - 4:30 p.m.

Orlando School of Cultural Dance 4:30 - 5:00 p.m.

Orlando School of Cultural Dance 5:00 - 5:30 p.m.

Orlando School of Cultural Dance 5:30 - 6:00 p.m.

Orlando School of Cultural Dance 6:00 - 6:30 p.m.

Orlando School of Cultural Dance 6:30 - 7:00 p.m.

Orlando School of Cultural Dance 7:00 - 7:30 p.m.

Orlando School of Cultural Dance 7:30 - 8:00 p.m.

Orlando School of Cultural Dance 8:00 - 8:30 p.m.

Orlando School of Cultural Dance 8:30 - 9:00 p.m.

Orlando School of Cultural Dance 9:00 - 9:30 p.m.

Orlando School of Cultural Dance 9:30 - 10:00 p.m.

Orlando School of Cultural Dance 10:00 - 10:30 p.m.

Orlando School of Cultural Dance 10:30 - 11:00 p.m.

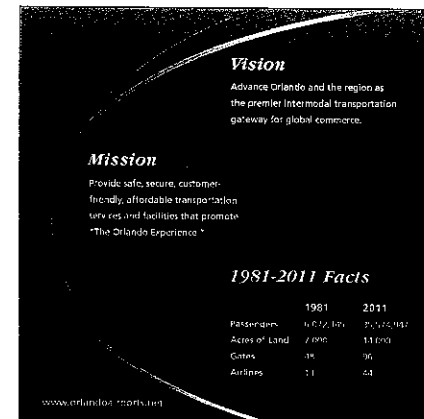
Orlando School of Cultural Dance 11:00 - 11:30 p.m.

Orlando School of Cultural Dance 11:30 - 12:00 a.m.



Orlando International Airport

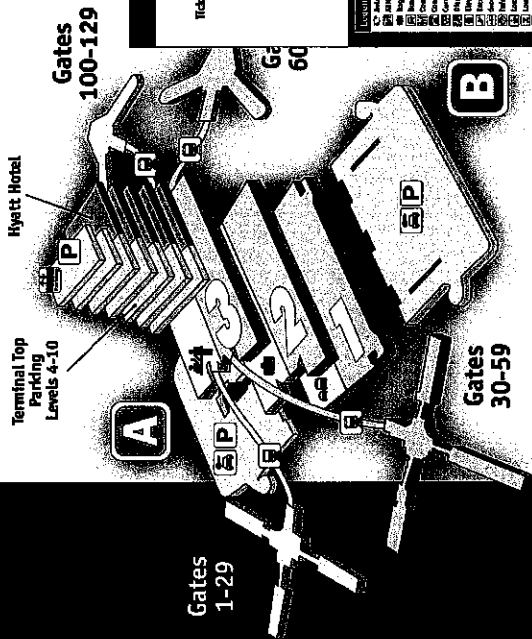
30th is the age of "Pearl", a gem formed around
a grain of sand. Within an oyster shell that has great value
and symbolizes class and distinction.



30th anniversary brochure

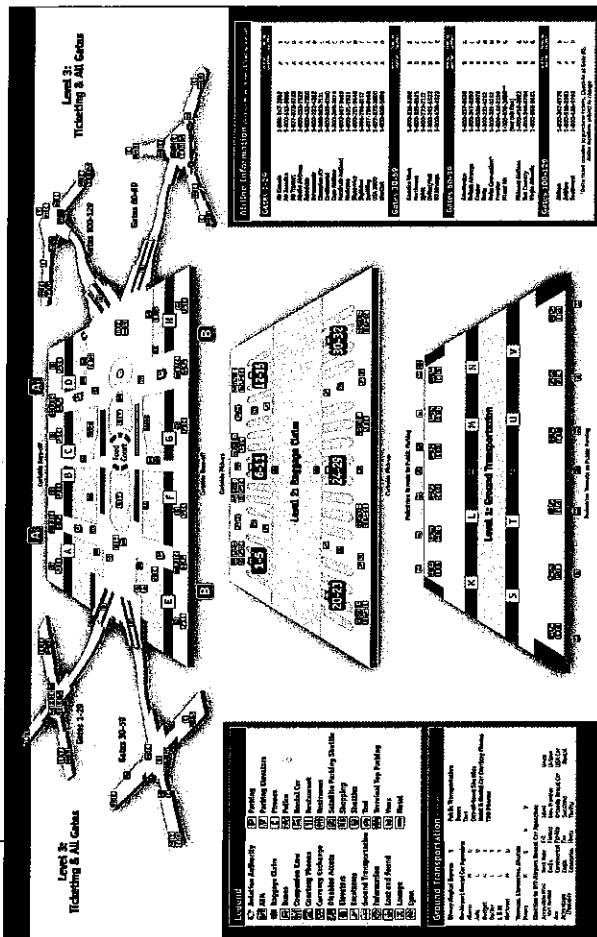
Wayfinding Maps

ORLANDO INTERNATIONAL AIRPORT



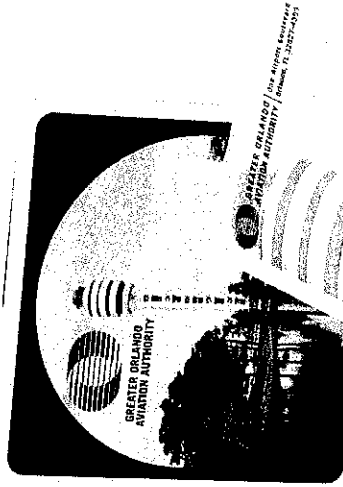
One Airport Boulevard
Orlando, Florida 32827-4399
407.825.2001 • www.orlandoairport.net

wayfinding maps

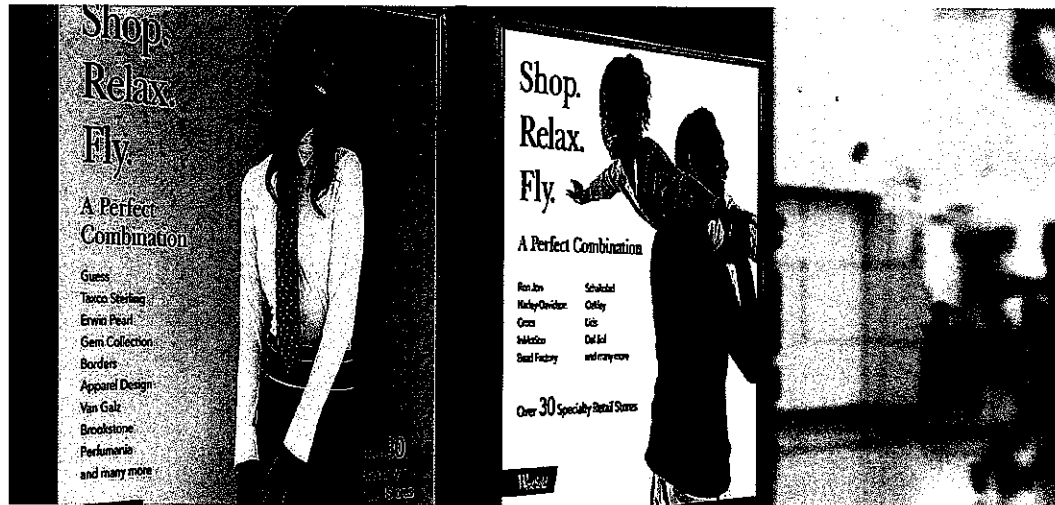




GOAA master plan



Westfield®



large-scale backlit signage | retail posters | retail signage | promotional signage | promotional flyer | tri-fold brochures | banners | signage

PORTFOLIO OVERVIEW

FINANCIAL SUPPORT

CLIENTS SHOWN:

Seaside Bank & Trust, Seaside Insurance

CNL Corporate Trust REIT

Franklin Square BDC Investment Corp.

OTHER RELATED CLIENTS:

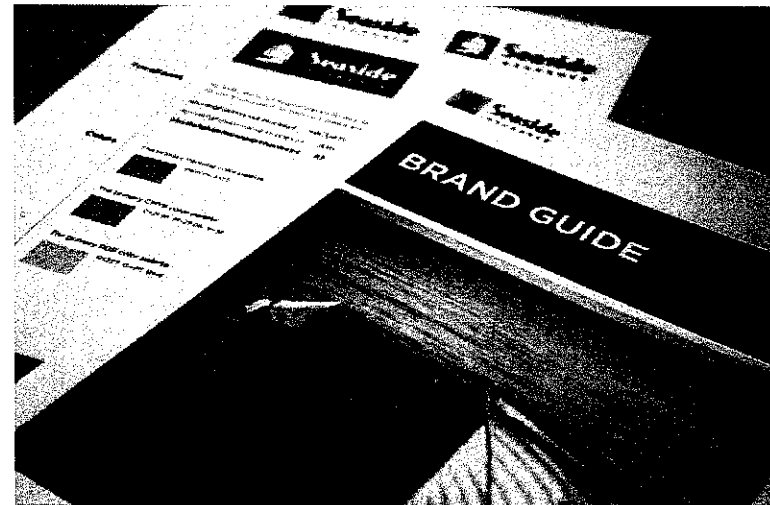
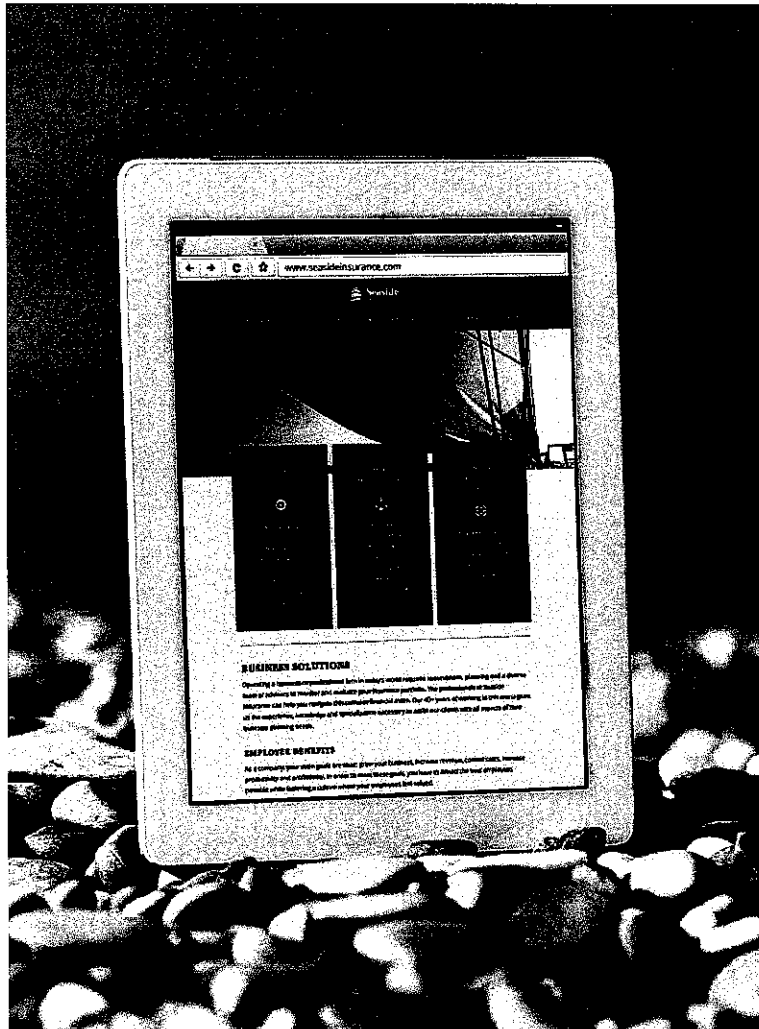
Grey Dunes

JDS Holdings

Korte & Kowatch

Marsh & McLennan

CFO Strategic Partners



Seaside Insurance logo | brand guide | websites | mobile site | newsletters | online library | print collateral | eblasts



CORPORATE
CAPITALTRUST

Contact Us
Visit CNL Securities >

Invest in America.

Overview
Investment Strategy
Portfolio
Management
Investor Relations
News
How To Invest

Innovative Investment

Unparalleled access to invest in private American companies

Current Offering Price \$10.95¹⁰
Current Yield 6.94%¹⁰

Learn More >

Latest News

September 17, 2012
Corporate Capital Trust Announces Offering Price Increase

February 28, 2012
Corporate Capital Trust Announces Offering Price Increase

January 24, 2012
Corporate Capital Trust Announces Offering Price

Your Core BDCSM

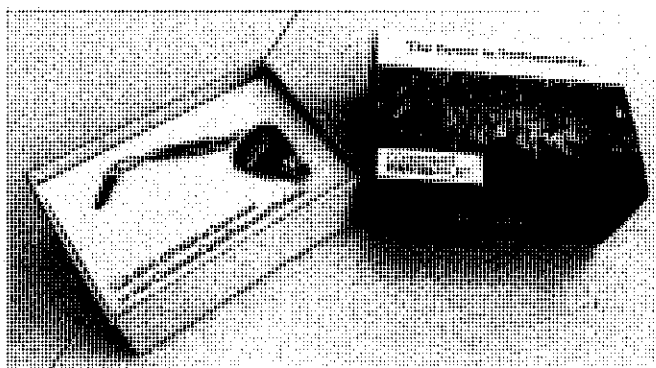
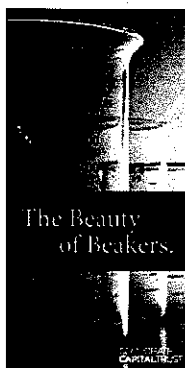
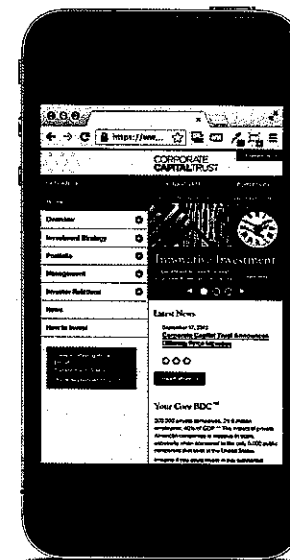
300,000 private companies. 24.6 million employees. 40% of GDP.^{**}
The impact of private American companies is massive in scale, especially when compared to the only 5,000 public companies that exist in the United States.

Imagine if you could invest in this substantial market ... serving as a "lender" to these private companies in exchange for a contractual return? Large institutional investors have favored this approach for years. Now, with Corporate Capital Trust, individuals can also access this unique investment category.

Prospectus
View

Offering Brochure
View

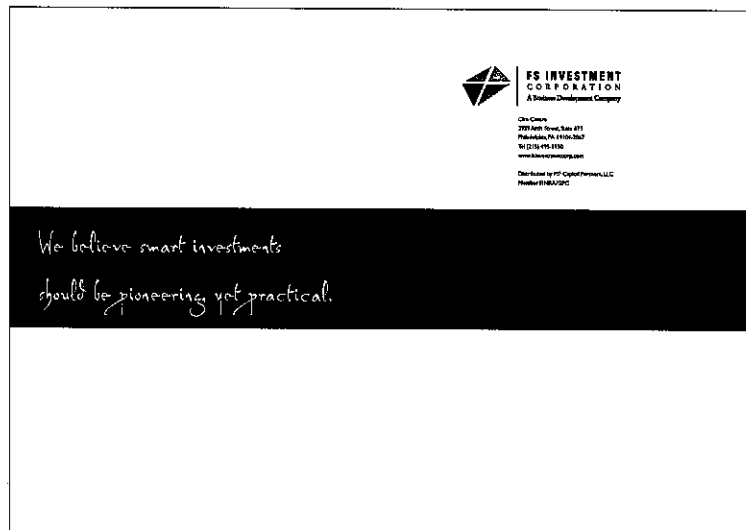
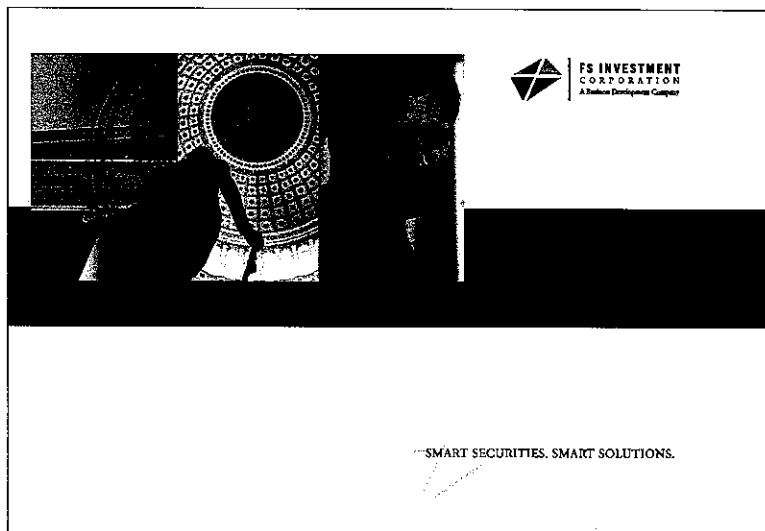
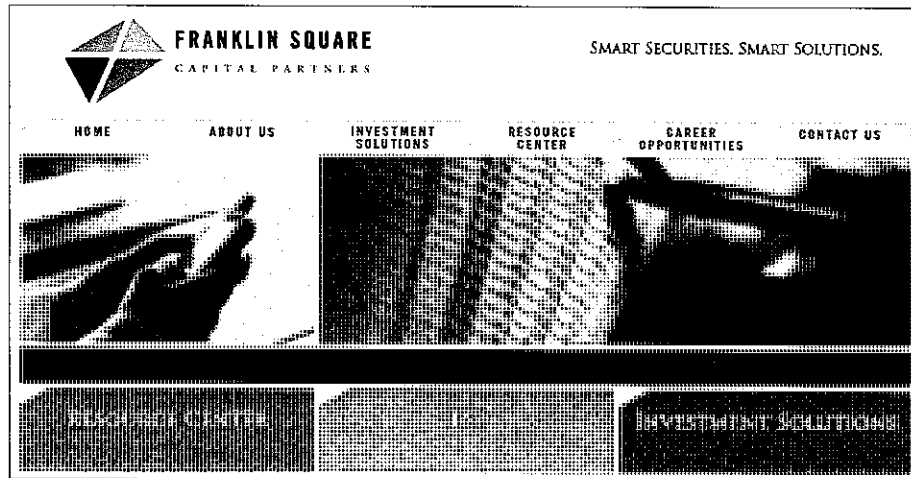
Fact Card
View



website | mobile website | animated web banner | direct mail promotion | direct mail



**FS INVESTMENT
CORPORATION**
A Business Development Company



brand guide | brand messaging | website | collateral kit | brochures | annual reports | direct mail campaign

REAL ESTATE AND DEVELOPMENT

CLIENTS SHOWN:

Orlando Regional REALTOR® Association

Hilton Grand Vacations

Tavistock; Albany, Isleworth, Stockworth

EastGroup Properties; Steele Creek, Horizon, Southridge

OTHER RELATED CLIENTS:

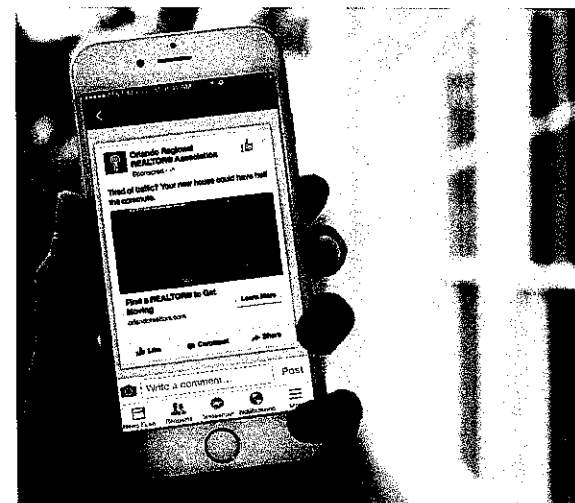
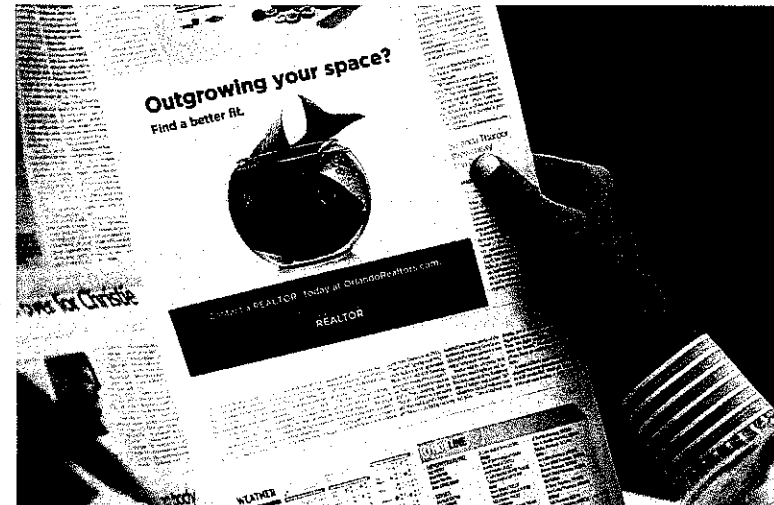
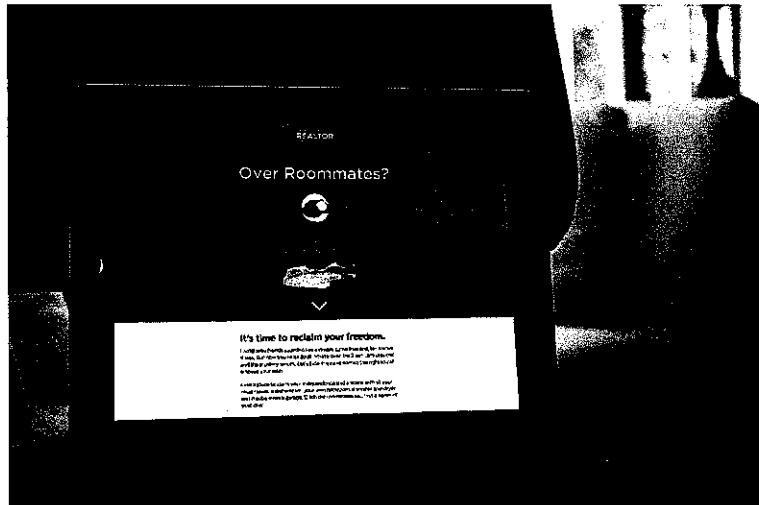
Baker Barrios Architects

RE/MAX

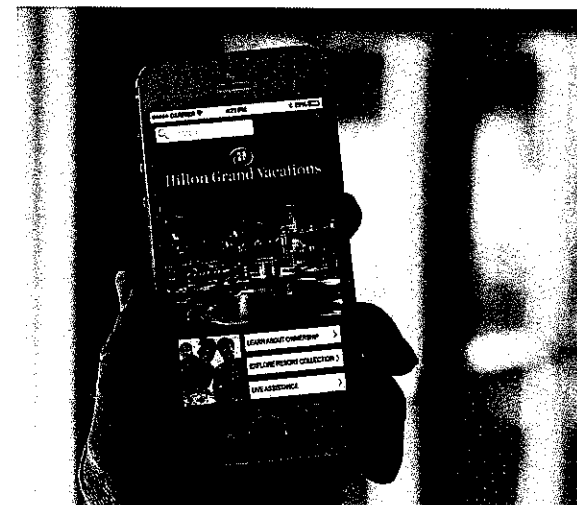
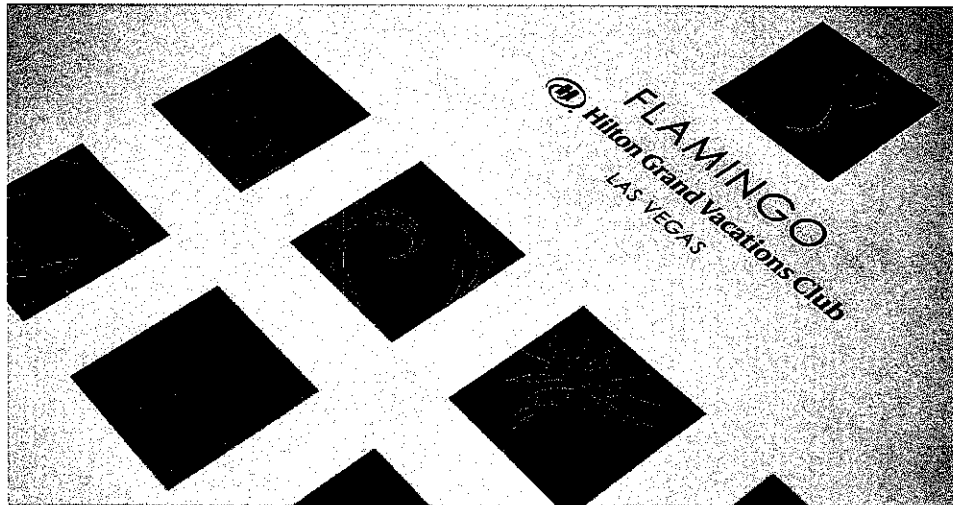
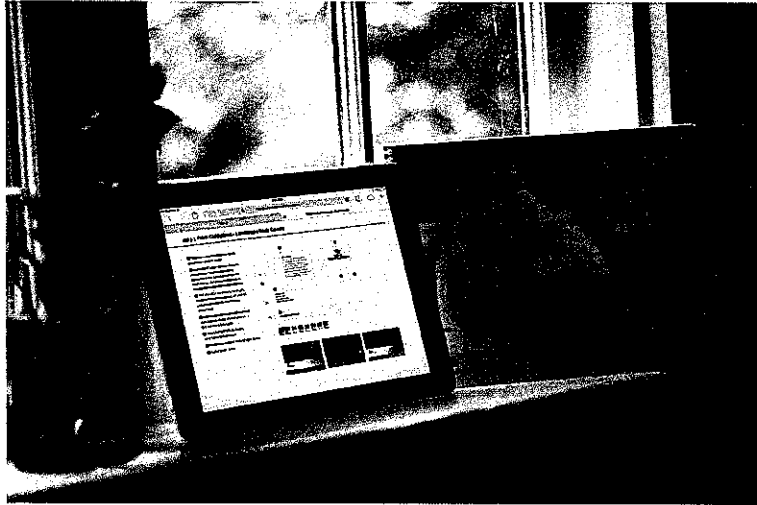
Mercedes Homes

CNL Real Estate and Development

RLH Construction



billboards | landing pages | print ads | digital banner ads | media buying
social media marketing | radio campaigns | digital marketing



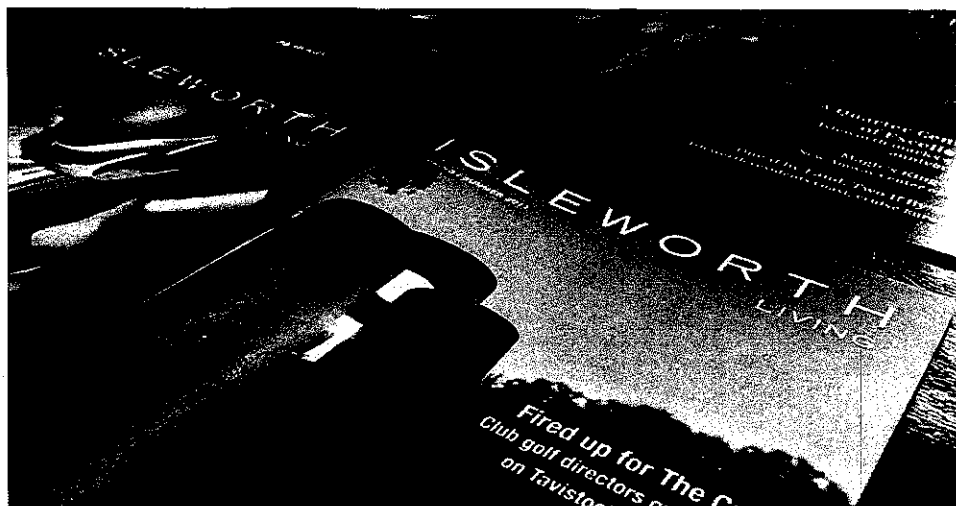
logos | member website | online resort gallery | mobile website | videos | app design
sales center intranet | interactive presentations | iPad presentation | online games

TAVISTOCK —GROUP—

ALBANY

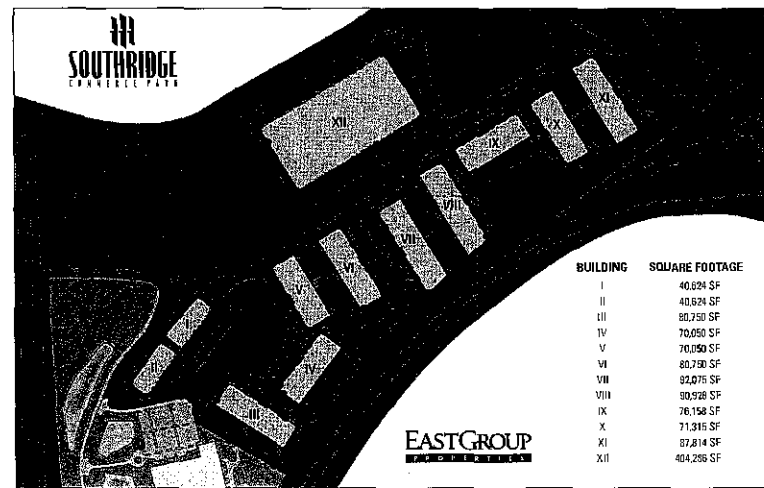
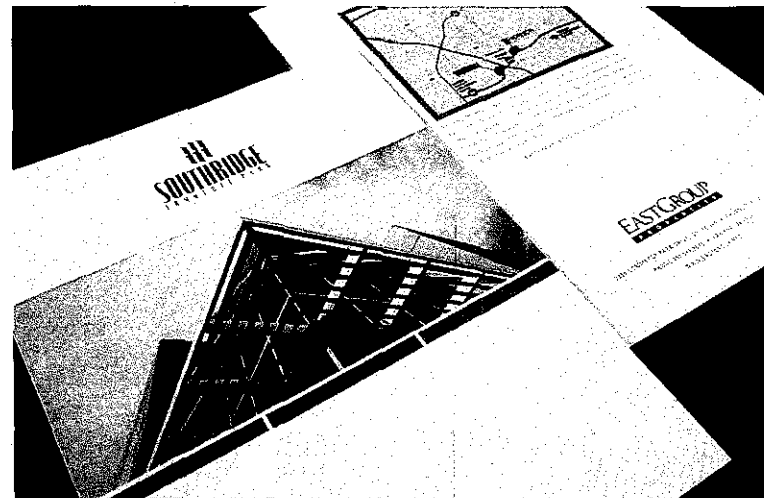
Isleworth.
REALTY

STOCKWORTH
REALTY GROUP



brand guides | websites | magazines | advertisements | digital marketing | promotional collateral | brochures
interactive brochure | direct mailers | real estate binder | architectural renderings | newsletters | eblasts

SOUTHRIDGE
COMMUNITY PARK


APPLETON
 APPLETONCREATIVE.COM

TRANSPORTATION AND COMMUTING

CLIENTS SHOWN:

Expressway Authority

City of Orlando

TBS Family of Companies, Trucking Services

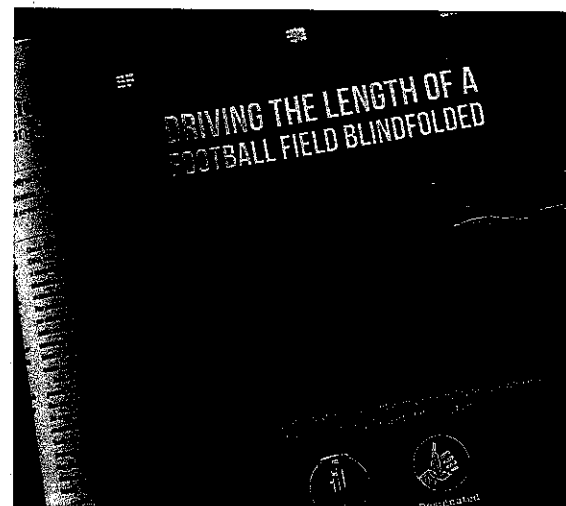
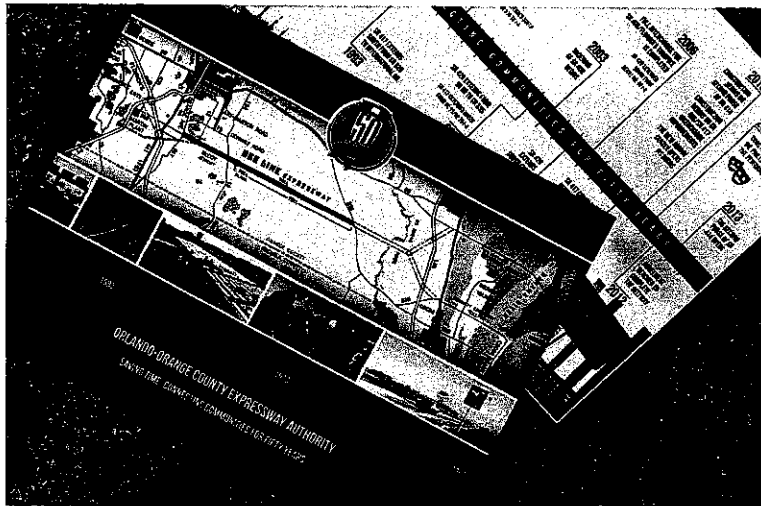
OTHER RELATED CLIENTS:

AAA

Boeing

Travelocity

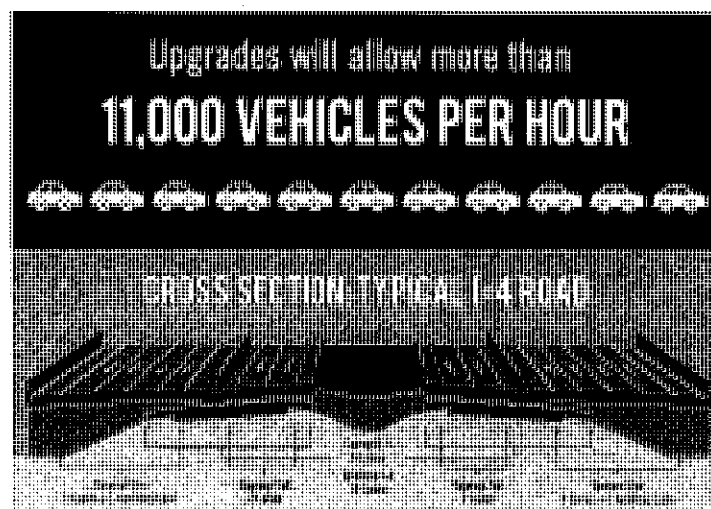
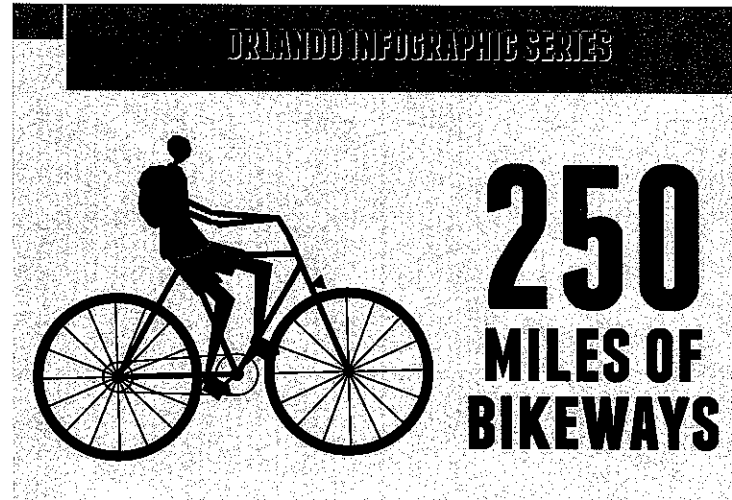
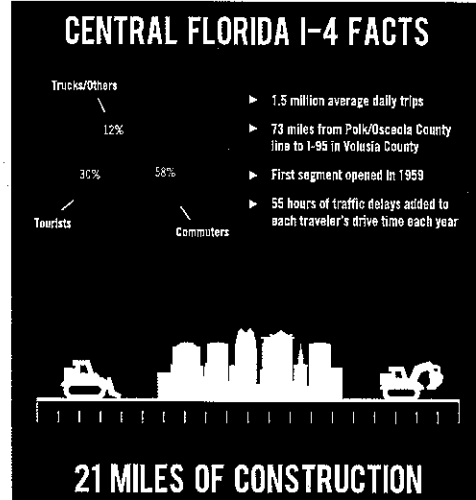
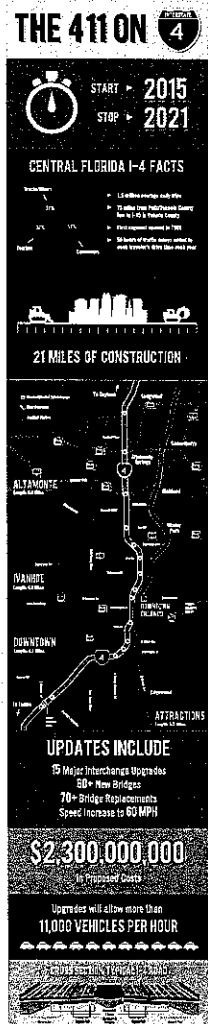
Regional Chamber (How Shall We Grow)



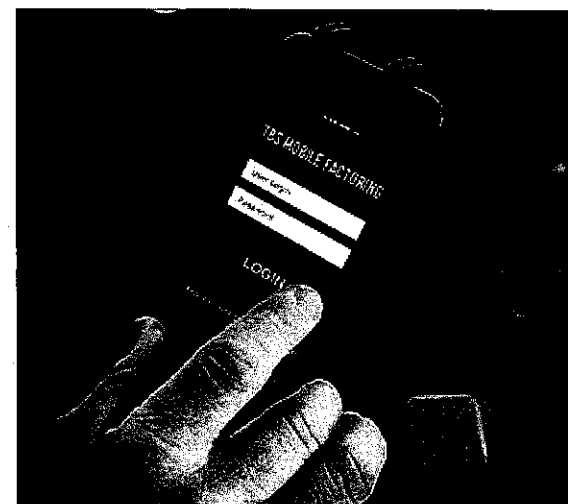
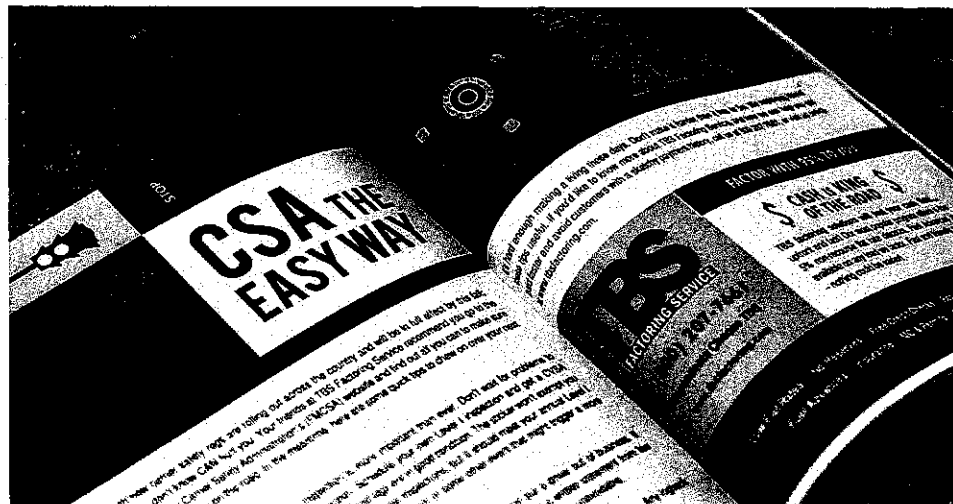
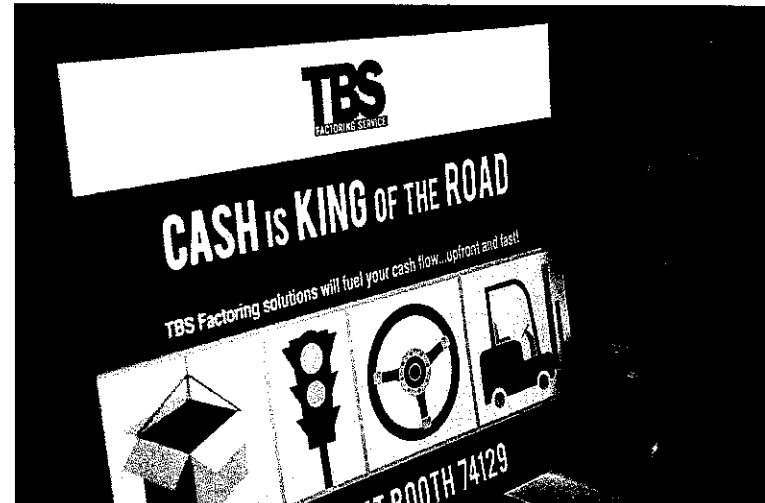
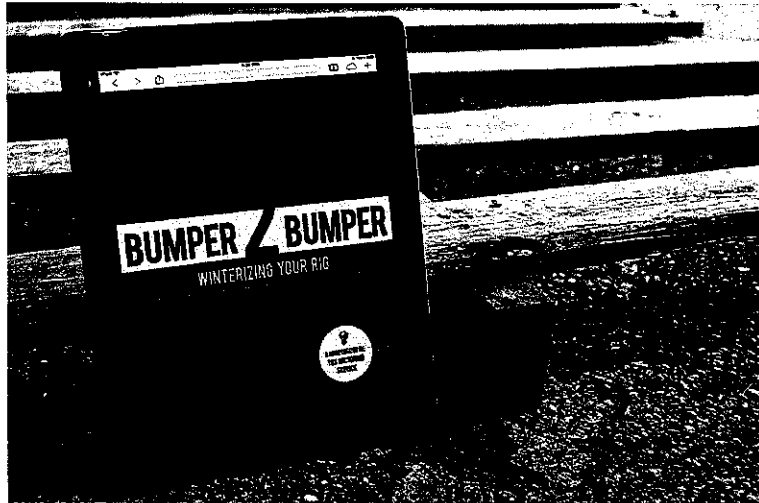
Designated Texter logo | interactive web page | commercial | print advertisements | billboards
 sidewalk art | flyers | bus wraps | bus stop promotions | posters | promotional items | event coordination
 save the dates & invitations | postcard | history brochure | pull-out poster | environmental branding



Infographic Promotions for I-4 and Orlando Live, Work Play Series



infographic | custom illustration | statistic compilation | social media distribution



ebooks | app design | infographics | websites | mobile websites | landing pages | direct mail
 logos | postcards | branding collateral | advertisements | brochures | posters | banner ads
 promotional campaigns | videos | presentations | tradeshow displays & booths | animations

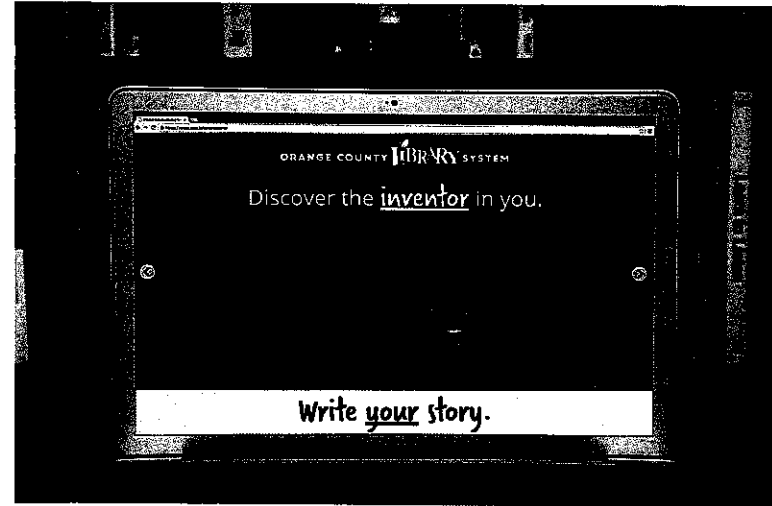
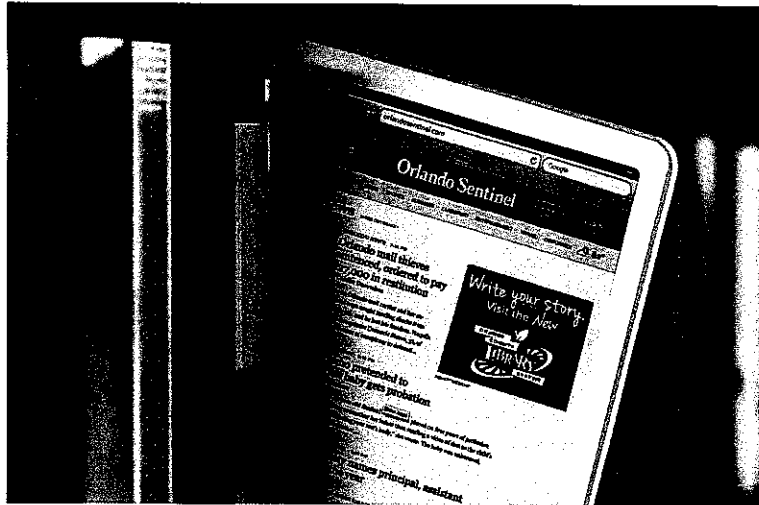
COMMUNITY

CLIENTS SHOWN:

Orange County Library System
Lake Gibson Village Retirement Community
EarthLinked Technologies

OTHER RELATED CLIENTS:

Orlando Economic Development Commission
Orlando Sentinel
Orange County Public Schools
Orlando Utilities Commission
Harcourt School Publishers



billboards | media buying | landing pages | social media marketing | eblasts | digital banner advertisements | radio advertisements



MAKE THE REST
OF YOUR LIFE
THE BEST OF YOUR LIFE.

LakeGibsonVillage.com



LakeGibsonVillage.com

MAKE THE REST
OF YOUR LIFE
THE BEST OF YOUR LIFE.



Make the rest
of your life
the best of your life

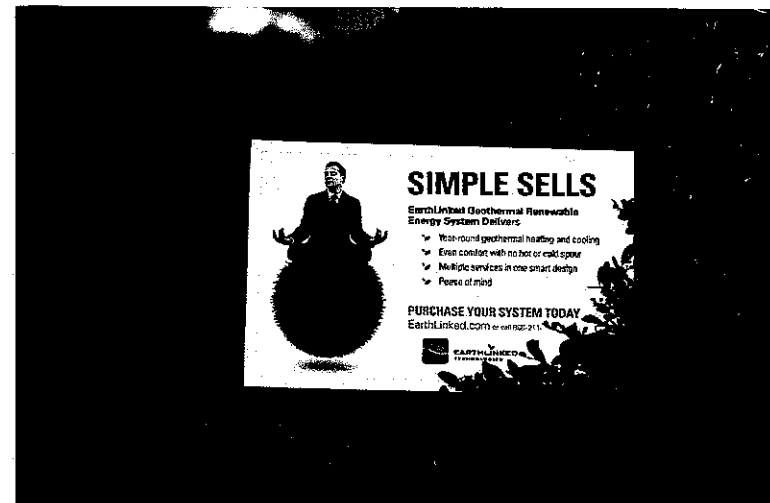


Click here to visit
LakeGibsonVillage.com

digital billboards | print billboards | advertisements | videos | web banners | full media campaign: TV, radio, print, outdoor



EARTHLINKED
TECHNOLOGIES



specialty logo | website | trade show displays | landing pages | product sheets | trade show graphics | brochures
videos | dealer sales kit | folders | eblasts | direct mail campaign | advertisements | photography | dealer portal

CONSUMERS

CLIENTS SHOWN:

Urbain 40 American Brasserie & Lounge

Yogen Früz

John Michael Catering

OTHER RELATED CLIENTS:

ABC Fine Wine & Spirits

Barney Butter Almond Butter

Which Wich Sandwiches



LATE NIGHT LOUNGE & BIG CITY COCKTAILS

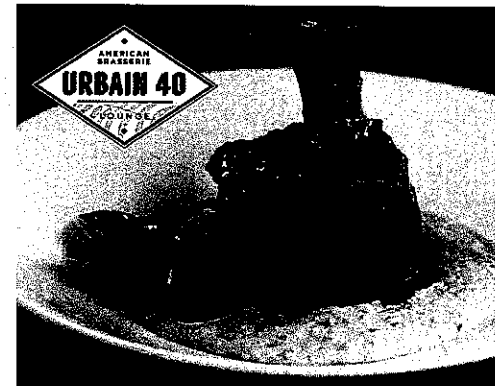
Our lounge features a simple and elegant atmosphere, reminiscent of the big city, where you can enjoy a wide selection of **BIG CITY COCKTAILS**.

COCKTAIL MENU



*"A beat is a moment
in the life of a groove."*

WYNTON MARSALIS



website | social media marketing | email campaigns | landing page
traditional and digital public relations | photography | videography

yogen
früz

grand opening!
winter park



WHEN
Event starts at 11AM

WHERE
131 N Orlando Ave
Winter Park, FL 32789

WHAT
Jana from X106.7
Face Painting
Live DJ

We püt the real in
really good.



früz lüvs florida



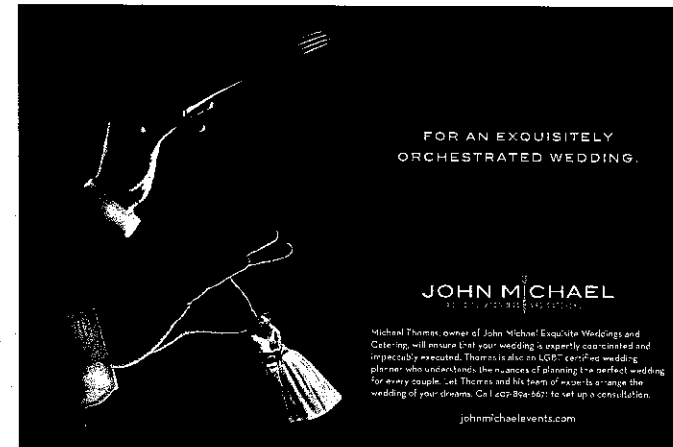
We like ü. Let's be in
a like-like relationship.



social media marketing campaign | photography | photo illustration | public relations | media buying | digital ads

JOHN MICHAEL

EXQUISITE WEDDINGS AND CATERING



[From Michael's Mouth]

"We take great pride in our community and giving back. We were recently rated the 36th most philanthropic company in Orlando by Orlando Business Journal. We consistently donate to local charities and organizations such as the Ronald McDonald House, Pet Alliance of Greater Orlando, Planned Parenthood and Habitat for Humanity. Our company wants to make a difference locally and we will continue to do so as we grow!"

-MICHAEL THOMAS



[Trendy Summer Treats]

[VIEW MENU]



Roasted Tomato Bruschetta

blended roasted tomatoes, fresh herbs and olive oil, served atop baguette



Scallop & Mango Cerviche

scallops, mango, cilantro, onion and bell peppers "baked" by marination



Mini Corn Muffins

home-style corn muffins topped with honey butter and corn garnish

ebooks | app design | infographics | websites | mobile websites | landing pages | direct mail | logos | postcards
branding collateral | advertisements | brochures | posters | banner ads | promotional campaigns | videos
presentations | tradeshow displays & booths | animations

HEALTHCARE

CLIENTS SHOWN:

Morrison Healthcare

Orlando Health

Granny NANNIES

OTHER RELATED CLIENTS:

Florida Hospital

The Assistance Fund

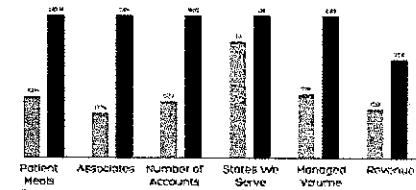
Grace Medical Home

Pasadena Villa

Aspire Health Partners

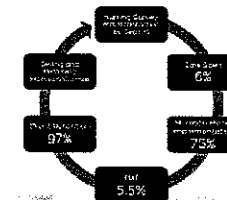
brand vision

Compass Healthcare Unification



taking the lead together

MHC Key Result Areas (KRA's)



taking the lead together

region results

presentations | logo rebrand | animation | brand launch



Sports Medicine

ORLANDO HEALTH Sports Medicine

Get Treated Like A Pro

Download Your FREE Sports Medicine Prevention Guide

major league support.

ORLANDO HEALTH

OFFICIAL MEDICAL TEAM OF ORLANDO CITY SOCCER CLUB

Get Treated Like A Pro

ORLANDO HEALTH Sports Medicine

Proud Supporter of Community Sports

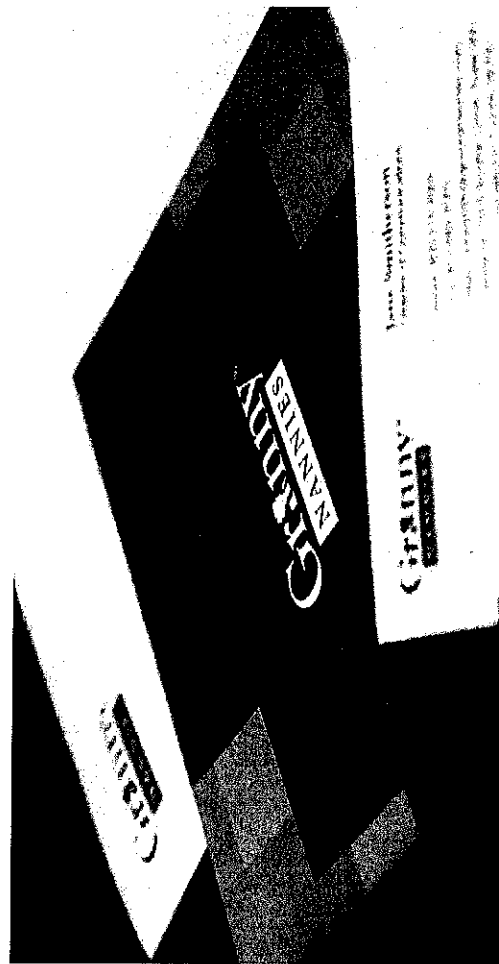
Care for athletes of all ages.

ORLANDO HEALTH Sports Medicine

ORLANDO HEALTH

ORLANDO CITY

landing page | eblast | banner ads | media buys: radio | media buys: Hispanic



logo | website design | public relations | content marketing | advertisements | brochure | presentation | stationery & collateral | media kit



SPORTS AND OUTDOOR ACTIVITIES

CLIENTS SHOWN:

Dragon Boat

Solar Bears

Golf Channel

OTHER RELATED CLIENTS:

Tavistock Cup

Zebra Run 5K

Fiddler's Green 5K, Winter Park

Giving Tree Event

Paws in the Park Event

UFHealth
CANCER CENTER
ORLANDO HEALTH

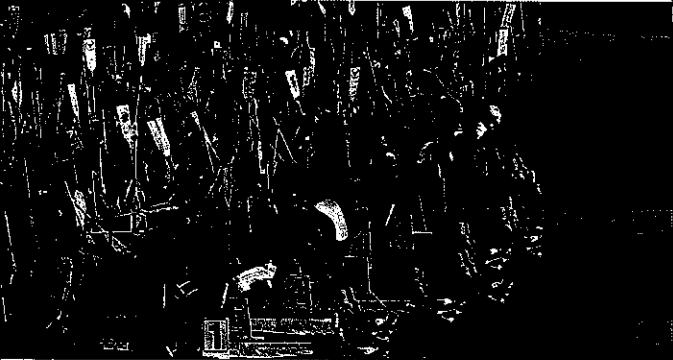


Username: Password: [LOGIN](#)
[Forgot password?](#)

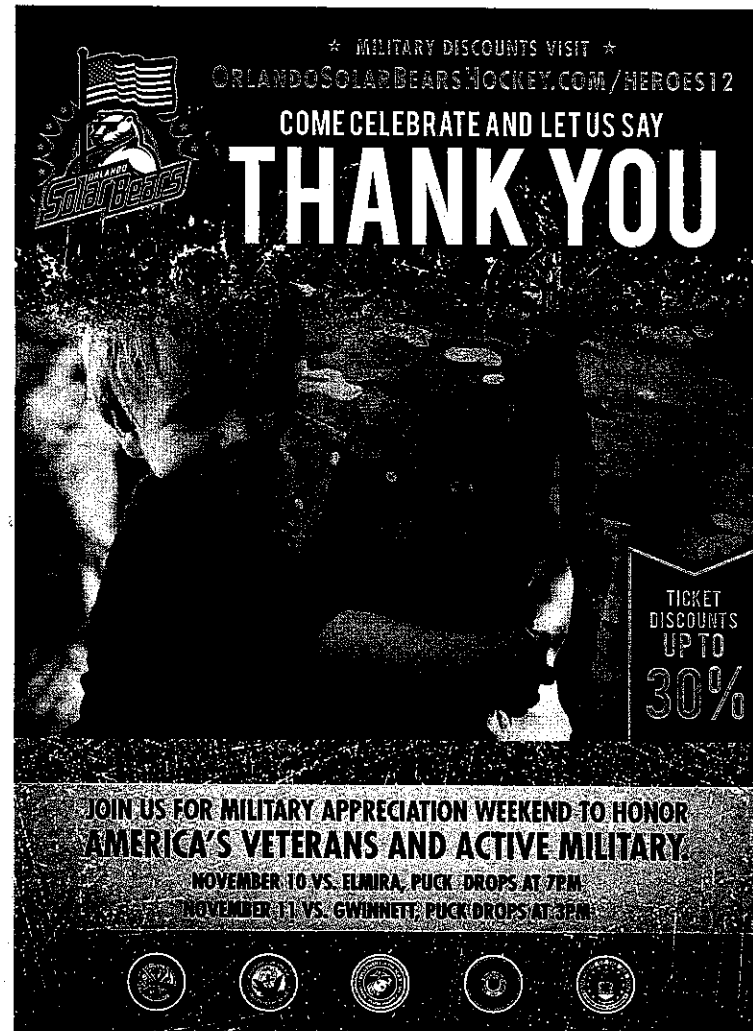
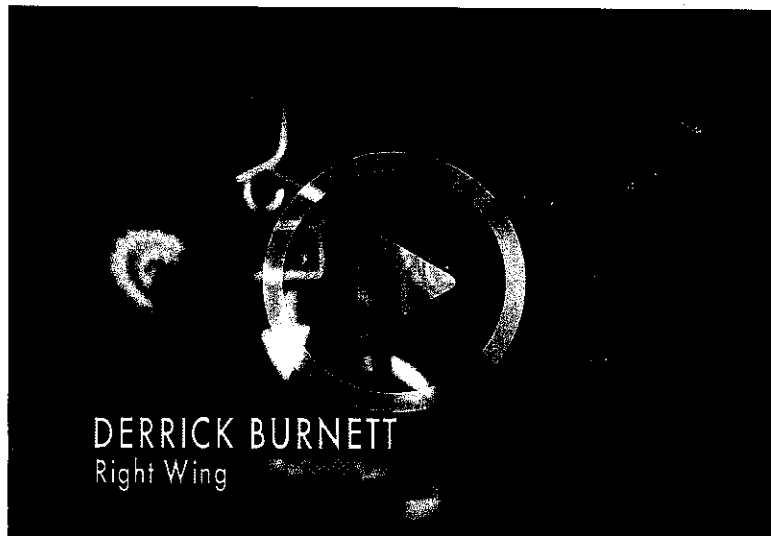
[GET STARTED](#) [EVENT DETAILS](#) [SPONSORSHIP](#) [FAQ](#) [OUR IMPACT](#) [COMMUNITY](#) [DONATE](#)

Race with us.

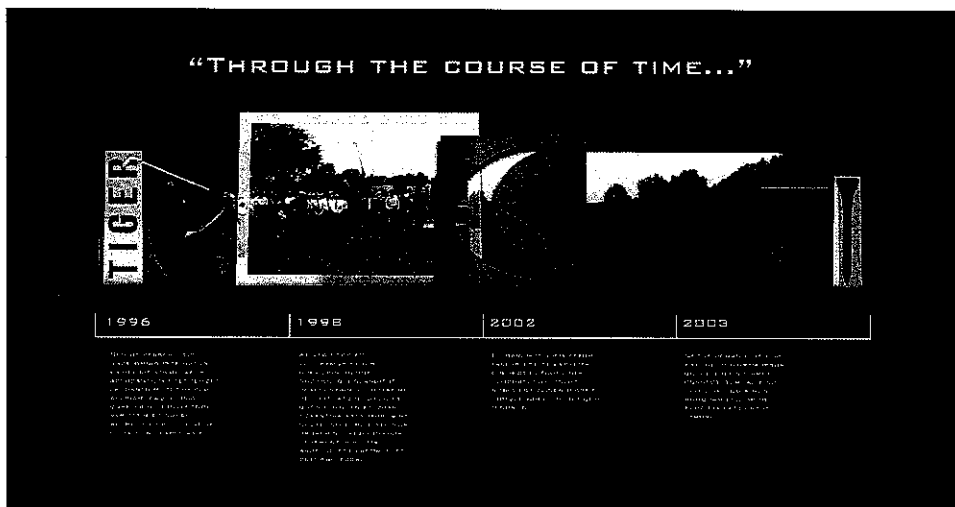
- [Register as an Individual](#)
- [Start a New Team](#)
- [Join an Existing Team](#)
- [Donate](#)




logo | website design | social media graphics | boat wrap | eblast invitation



flyers | posters | digital and print ads | videos | landing pages | billboards | promotional items | public relations | special event logo



inset wall graphics and installation | exterior flags | magnetic whiteboard working wall | wall features | signage
frosted glass wall designs | large-scale framed art

NONPROFITS

CLIENTS SHOWN:

Pet Alliance of Greater Orlando

Seniors First

Foundation for Foster Children

Aspire Health Partners

Zebra Coalition

Victory Cup Initiative

OTHER RELATED CLIENTS:

JDRF

Freedom Ride

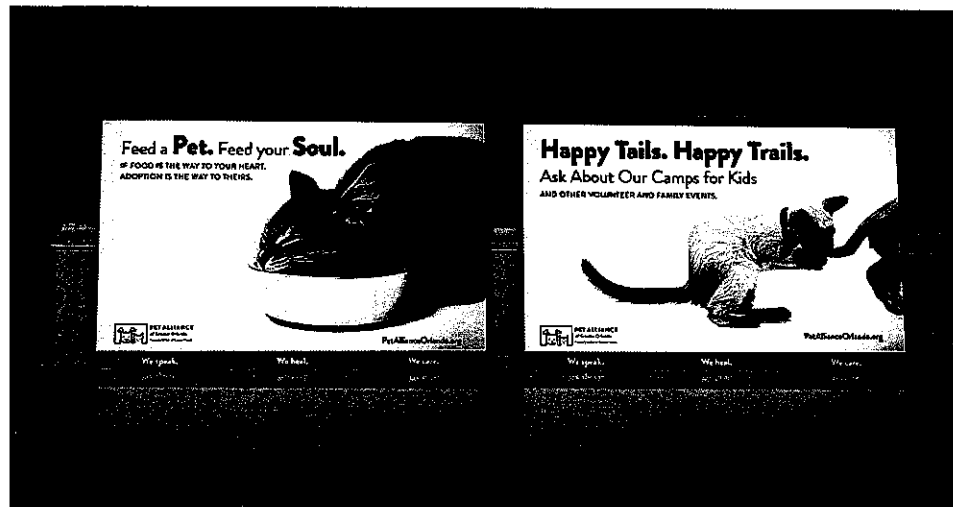
Junior Achievement

Mennello Museum

UCP of Central Florida



PET ALLIANCE
of Greater Orlando



public awareness poster campaign | print and digital ads | videos | social media marketing | brochures | vehicle wraps
trade show displays | billboards | environmental branding | event collateral | print collateral | public relations | media kits

407-282-0177
f
in
t
p
Donate
AAA

SeniorsFirst
WHO WE ARE | WHAT WE DO | DONATE | GET INVOLVED | CONTACT US

Enhancing the quality of life for seniors by maintaining their independence and dignity.

We work to improve the quality of life for seniors.

Simply Put, We Help Seniors Live at Home

Daily activities and living at home become more challenging as we age. In a perfect world, every older adult would have nearby relatives or neighbors to help prepare meals, clean house, make small home repairs and visit regularly. Without this kind of assistance, older adults can struggle alone at home.

Seniors First is a nonprofit social service organization helping adults with limited options Age 60+ continue to live at home. While most well-known for our Meals on Wheels Program in Orange County, our full range of services provide essential support and a safety net for seniors who deserve to age with hope, choice and dignity.

We work to improve the quality of life and those overcome obstacles. Our work helps seniors not properly stay healthy and drive at home, where they are happiest. We volunteer seniors as a vital part of our community. We're here for seniors when family, mobility and resources are lacking.

Meals on Wheels
volunteer Mike A. recipient

Seniors First Offers a Range of Quality Programs and Services

MEALS
Meals on Wheels provides meals to homebound seniors who cannot cook, shop, transport, or have family members nearby. Meals are delivered to your door by a volunteer driver.

IN-HOME CARE
For seniors and their families, Seniors First provides in-home care services, including meal preparation, transportation, and more.

GUARDIANSHIP
As the Public Trustee, Seniors First provides guardianship services for seniors who are unable to manage their own affairs.

STEPPING STONE MEDICAL EQUIPMENT
The program collects, repairs, and distributes medical equipment to seniors in need. It is a free service for seniors who are unable to afford the equipment they need.

MINOR HOME REPAIR
Seniors First provides minor home repairs to seniors who are unable to afford the repairs. Services include painting, plumbing, and more.

Donate **Get Our Newsletter**

RESOURCES | ANNUAL REPORT | SOLUTIONS DISCUSSION | VISIT CENTRAL FLORIDA FOUNDATION

SeniorsFirst

Meals, in-home care and more.

Our goal is to maximize independence for seniors. Simply put, we help seniors live at home.

Meals on Wheels • Neighborhood Lunch with Transportation
In-Home Care • Minor Home Repair • Guardianship
Stepping Stone Medical Equipment Bank

407-282-0177 | www.seniorsfirst.org

OUR MISSION

SeniorsFirst is a nonprofit social service organization helping adults with limited options Age 60+ continue to live at home. While most well-known for our Meals on Wheels Program in Orange County, our full range of services provide essential support and a safety net for seniors who deserve to age with hope, choice and dignity.

ANNUAL HOLIDAY GIFT DRIVE: OPERATION WARM AND FUZZIES 2015

Collecting blankets for seniors October 1st through December 1st

The SeniorsFirst staff and volunteers are looking for donations of warm and fuzzy blankets for seniors. Blankets are needed for seniors who are homebound, have limited mobility, or are unable to afford them. Blankets are also needed for seniors who are in need of extra warmth during the winter months. Blankets are needed for seniors who are in need of extra warmth during the winter months. Blankets are needed for seniors who are in need of extra warmth during the winter months.

For more information, please contact the SeniorsFirst staff at 407-282-0177 or visit our website at www.seniorsfirst.org.

WWW.SENIORSFIRST.ORG | 407-282-0177

407-282-0177 | www.seniorsfirst.org

GENERATIONS

VOLUNTEER SPOTLIGHT: JO FINLEY

Jo Finley is a volunteer for SeniorsFirst. She has been volunteering for several years and has helped many seniors. She is a retired teacher and has a passion for helping others. She is a member of the SeniorsFirst board of directors and has been instrumental in many of the organization's successes.

DONOR SPOTLIGHT: ANDREW JENG

Andrew Jeng is a donor for SeniorsFirst. He has donated many items to the organization and has helped many seniors. He is a retired engineer and has a passion for helping others. He is a member of the SeniorsFirst board of directors and has been instrumental in many of the organization's successes.

SeniorsFirst
407-282-0177 | www.seniorsfirst.org

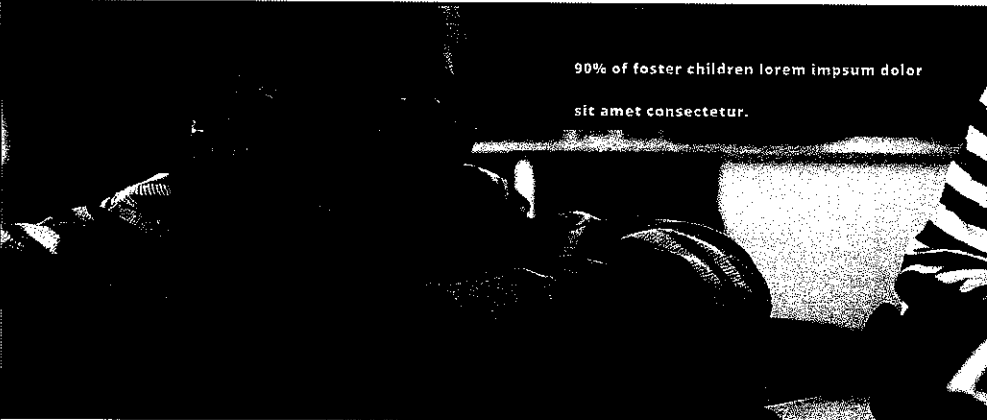
50th anniversary logo and event | new brand launch | brand guide | website | brochures
newsletters | stationery collateral | eblasts | social media graphics | public relations





REQUEST HELPDONATE

HOMEABOUTPROGRAMSFAQGET INVOLVEDNEWS & EVENTSCONTACT



90% of foster children lorem ipsum dolor
sit amet consectetur.

Giving hope and fulfilling needs for children in foster care.

GET HELP

GIVE HELP

>Lorem ipsum dolor sit amet, consectetur adipiscing elit
sed do eiusmod tempor incididunt ut labore et dolore.

>Lorem ipsum dolor sit amet, consectetur adipiscing elit
sed do eiusmod tempor incididunt ut labore et dolore.



BECOME A SUPPORTER



FOSTERING A
BRIGHTER FUTURE

NEWS & EVENTS

Read more about the latest news and upcoming events on our blog.

Competitive Cheerleading Brings Youth Over the Hurdles



Jessica, known for flashing her contagious smile and sharing her personal slogan, I «3 Cheerleading, is at the top of the cheerleading pyramid at Sports Back Gymnastics & Cheer. If she's not in school, you can bet you'll find her in the gym practicing with her competitive all-star team.

When she entered foster care, Jessica's dream of being a member of a competitive cheer team seemed impossible. But through her group home she learned about the Foundation's Fostering Success program, a program.

[READ MORE](#)

Creativity Builds with Art Experience

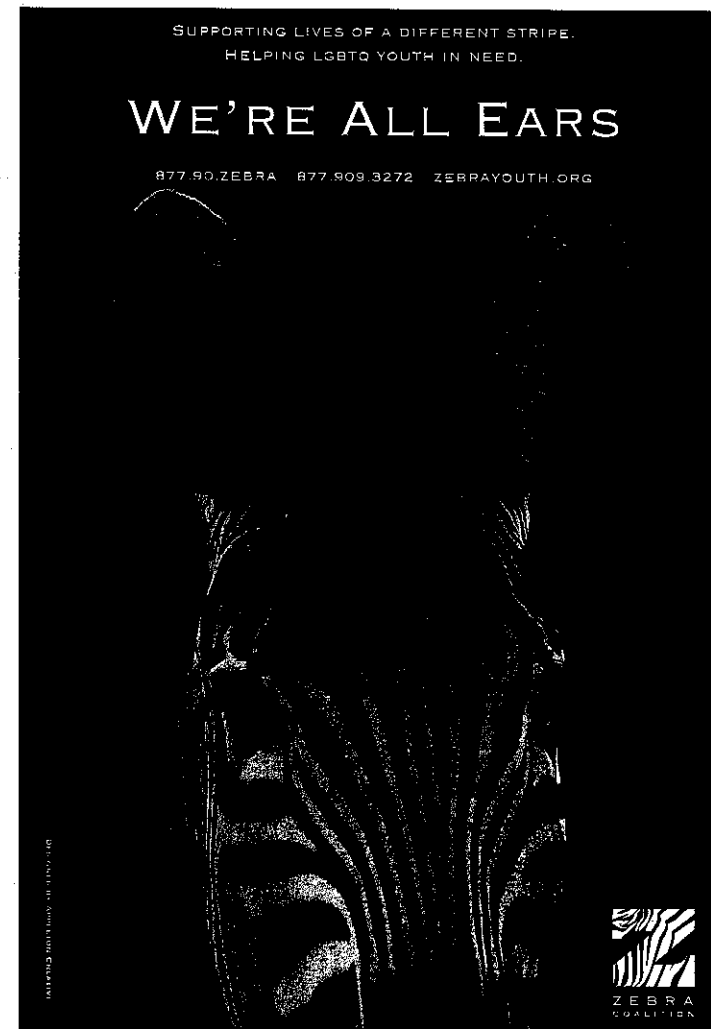
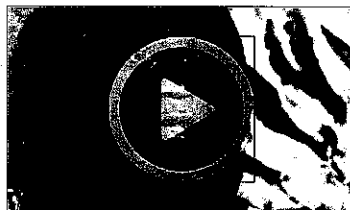
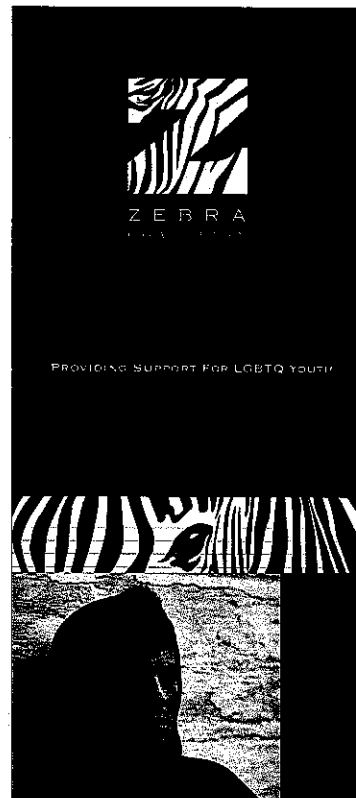
In the month of September, the Foundation partnered with Rollins College to provide a event, "An Afternoon of Creativity", hosted at Currier Park Arts Museum. Foster families toured the collection, "Conversations", "Enduring Document", and "Enduring Portraits in Europe". They viewed exquisite portraits of people of all ages, learned how to tell a person's age by different characteristics, and also discussed the European style of dress in the 1500s.

The tour guide then played a fun...

[READ MORE](#)



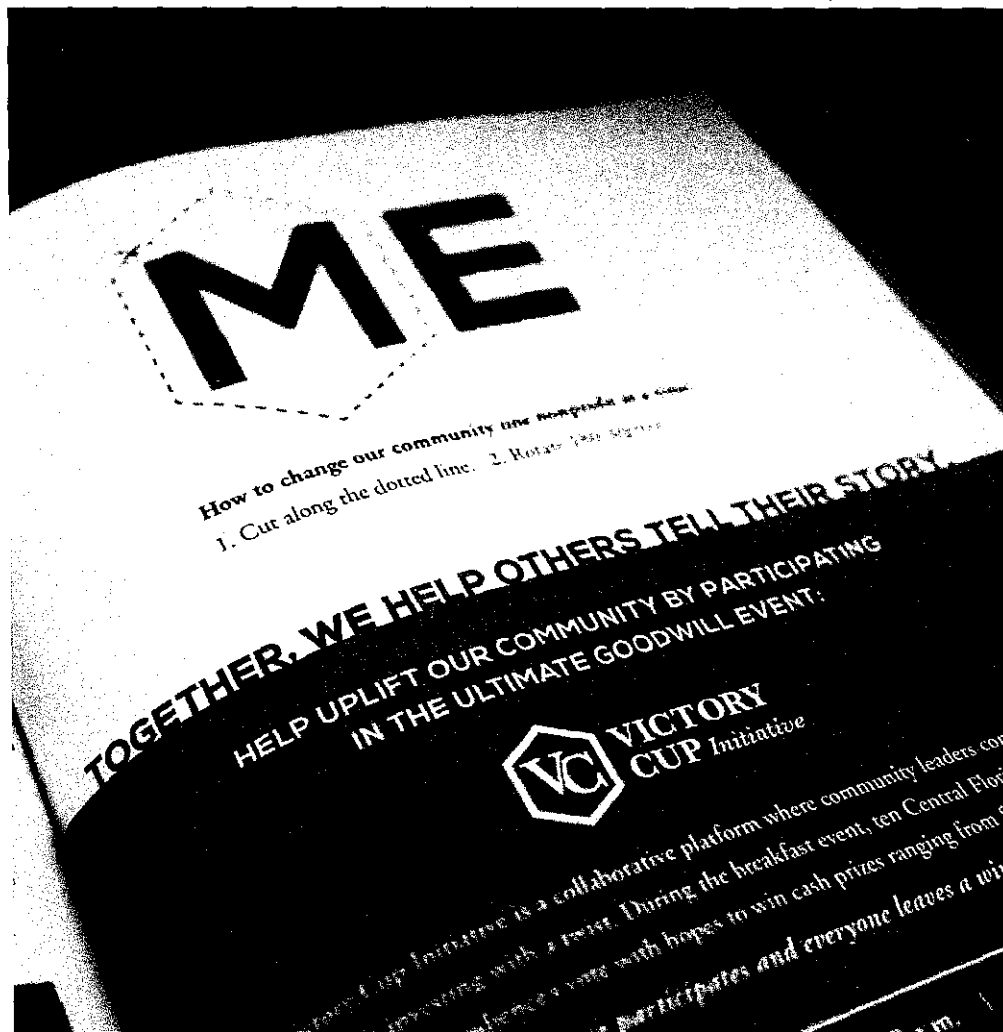
website | newsletter | web banners | brand guide | infographic | advertising | public relations | events



logo | brand manual | branding | website | public service announcements | brochures | awareness posters
videos | social media marketing campaign | stationery | anti-bullying campaigns | advertisements



**VICTORY
CUP** *Initiative*



Continuing Our Efforts
to Grow Community
Involvement & Philanthropy



**VICTORY
CUP** *Initiative*

VictoryCupInitiative.com



**APPLETON
CREATIVE**

AppletonCreative.com



logos | website | advertisements | stationery and collateral | eblast
event collateral | brochure | event play | social media marketing | public relations



APPLETON
APPLETONCREATIVE.COM

CONTRACT

THIS AGREEMENT made and entered into effective as of the 1 day of MARCH, 2018, by and between the GREATER ORLANDO AVIATION AUTHORITY, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called Authority, and Appleton Creative, Inc., hereinafter called Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Authority, hereby covenants and agrees to furnish creative services for advertising materials, promotional materials, collateral materials, and related special projects (collectively the "Projects") including, but not limited to, writing, designing, illustrating and otherwise preparing materials for use by the Authority, and all other items necessary or proper for, or incidental to, performing its obligations under Purchasing Proposal 11-17, Creative Services, at the Orlando International Airport, in accordance with the Contract Documents which consist of the Contract, Proposal Forms, the Instructions to Proposers, any Addenda issued prior to the execution of the Contract, the General Conditions, the Specifications, and the Request for Proposals, each of which are incorporated herein by this reference. Contractor shall act as the Authority's limited agent when authorized in writing by the Authority, on a non-exclusive basis, in the purchase of materials and services (including branding, printing services, web/social media services, graphic design and other media) required in support of the Projects.

If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of the Contract Documents, then the Authority may avail itself of any or all remedies provided in the Contract Documents, or which are otherwise available by applicable law or in equity, and shall have the right and power to proceed in accordance with the provisions thereof.

An extension of time for performance shall be the Contractor's sole and exclusive remedy for any delay of any kind or nature caused by Authority, and in no event shall Contractor be entitled to recover from Authority any indirect, incidental, special or consequential damages in any proceeding arising out of or relating to this Contract or the breach thereof.

It is also agreed and understood that the acceptance of the last payment pursuant to Section 2 of the General Conditions for work performed hereunder by the Contractor shall be considered as a release in full of all claims against Authority and its members, officers, agents and employees arising out of, or by reason of, the Contract obligations or work.

In consideration of the Contractor's obligations set forth in the Contract Documents, Authority agrees to pay to the Contractor upon satisfactory completion of such obligations, and subject to the contract provisions of Section 2 of the General Conditions, compensation as set forth in Section 2 of the General Conditions, subject to such additions and deductions as may be provided in the Contract Documents and any duly approved and executed amendments thereto.

(Sign this page if the Contractor is a **Sole Proprietorship** or a **Partnership**)

IN WITNESS WHEREOF, the said GREATER ORLANDO AVIATION AUTHORITY has caused this Contract to be executed in its name by its Chairman, Vice Chairman, Executive Director, or Deputy Executive Director, attested by its Secretary or Assistant Secretary, and the said Contractor has hereunto set its hand and seal, all as of the day and year first above written.

[Official Seal]

"AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

By: _____

Its: _____

Attest:

Secretary

WITNESSED BY:

"CONTRACTOR"

(Name of Contractor)

By: _____ (Seal)
(Signature of Owner or General Partner)

Its: _____
(Title)

Name of Owner or General Partner Printed
or Typed

(Sign this page if the Contractor is a Corporation or Other State-Chartered Business Entity)

IN WITNESS WHEREOF, the said GREATER ORLANDO AVIATION AUTHORITY has caused this Contract to be executed in its name by its Chairman, Vice Chairman, Executive Director, or Deputy Executive Director, attested by its Secretary or Assistant Secretary, and the said Contractor has caused this Contract to be executed in its name by Diana LaRue, its President, attested by Diana LaRue, its Secretary, and has caused the seal of said corporation or other business entity to be hereunto attached, all as of the day and year first above written.

"AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

By: Philip N. Brown, A.A.E.

Its: Chief Executive Officer

Attest:

Secretary

Approved as to Form and Legality
this 20th day of February 20 18

BROAD AND CASSEL LLP

By: [Signature]
Greater Orlando Aviation Authority

[Corporate Seal]

"CONTRACTOR"

Appleton Creative, Inc.

(Name of Contractor)

By: [Signature]

(Signature of Officer)

Its: President

(Title)

Diana LaRue

Name of Officer Printed or Typed

Attest:

Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/14/2018

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must 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 SIHLE INSURANCE GROUP, INC. P. O. BOX 160398 ALTAMONTE SPRINGS FL 32716		CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 407-869-5490 E-MAIL ADDRESS: Certificates@sihle.com		FAX (A/C, No): 407-389-3580
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Progressive Express Ins. Co.		10193
INSURED Appleton Creative, Inc. 539 Delaney Avenue Orlando FL 32801		INSURER B : Burlington Insurance Co.		
		INSURER C : StarStone Specialty Insurance Co.		25496
		INSURER D : Hanover Insurance Co		22292
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 653618641

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		592B003115	12/17/2017	12/17/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		05774866-1	12/17/2017	12/17/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			86576V171ALI	12/17/2017	12/17/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Professional Liability			LHJ D492881 00	2/1/2018	2/1/2019	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Greater Orlando Aviation Authority (GOAA), City of Orlando and their members (including, without limitation, members of the Authority Board, the City's Council, and members of the citizens advisory committees of each), officers, employees, and agents are included as Additional Insured with respect to Automobile Liability and General Liability when required by written contract.

Auto Liability 30 Days Notice of Cancellation, 10 Days Notice of Cancellation for Non-Payment of Premium.

CERTIFICATE HOLDER**CANCELLATION**

Greater Orlando Aviation Authority - Purchasing
CFID #: 270008
Reference #: P000612
c/o CertFocus
PO Box 140528
Kansas City MO 64114

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 11/18/2017

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 PAYCHEX INSURANCE AGENCY INC 210705 P; F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME PHONE (A/C, No, Ext) FAX (A/C, No) (888) 443-6112 E-MAIL ADDRESS INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Multiple Companies INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED APPLETON CREATIVE, INC. 539 DELANEY AVE ORLANDO FL 32801	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDITIONAL INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/YN OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below.	N/A	76 WEG GY9471	12/17/2017	12/17/2018	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (See Form 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Notice of cancellation will be provided in accordance with Form WC990615 attached to the policy.

CERTIFICATE HOLDER

 Greater Orlando Aviation Authority
 CFID # 270008 Ref # P000612
 C/O Cert Focus
 PO BOX 140528
 KANSAS CITY, MO 64114

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

Susan S. Castaneda

2017 - 2018



**CITY OF
ORLANDO**
PERMITTING SERVICES

Local Business Tax Receipt

(Formerly known as "Business License "
changed per state law HB1269-2006)

Business Name:
APPLETON CREATIVE INC
539 DELANEY AVE
ORLANDO, FL 32801

Business Owner
APPLETON CREATIVE INC

Business Location
539 DELANEY AVE

NOTICE-THIS TAX RECEIPT ONLY EVIDENCES
PAYMENT OF THE LOCAL BUSINESS TAX
PURSUANT TO CH.205, FLORIDA STATUTES. IT
DOES NOT PERMIT THE HOLDER TO OPERATE IN
VIOLATION OF ANY CITY, STATE, OR FEDERAL
LAW. CITY PERMITTING MUST BE NOTIFIED OF
ANY MATERIAL CHANGE TO THE INFORMATION
FOUND HEREIN BELOW. THIS RECEIPT DOES
NOT CONSTITUTE AN ENDORSEMENT OR
APPROVAL OF THE HOLDER'S SKILL OR
COMPETENCY.

Case Number: BUS-0030816

Issued Date: 12/03/2017

Expiration Date: 9/30/2018

Business type(s):

Description

SERREP 7249 SERVICE

Year

2018

#OrlandoUnited

Scott Randolph, Tax Collector

Local Business Tax Receipt

Orange County, Florida

This local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other local authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2017

EXPIRES 9/30/2018

3114-0047721

3114 SVC-VIDEO TAPING

\$30.00

8 EMPLOYEES



TOTAL TAX	\$30.00
PENALTIES	\$4.50
PREVIOUSLY PAID	\$34.50
TOTAL DUE	\$0.00

539 DELANEY AVE
A - ORLANDO, 32819

• APPLETON CREATIVE INC

APPLETON CREATIVE INC
539 DELANEY AVE
ORLANDO FL 32819

PAID: \$34.50 2504-03482314 12/4/2017

This receipt is official when validated by the Tax Collector.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Appleton Creative, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):

Exempt payee code (if any) _____

Exemption from FATCA reporting
code (if any) _____

Address (number, street, and apt. or suite no.)

539 Delaney Avenue

City, state, and ZIP code

Orlando, FL 32801

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - ____

Employer identification number

5 9 - 3 1 9 9 0 5 4

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 or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

* * * * * END OF CONTRACT * * * * *

GENERAL CONDITIONS

1. SCOPE OF WORK:

This Contract will be to furnish creative services for advertising materials, promotional materials, collateral materials, and related special projects (collective the "Projects") including, but not limited to, writing, designing, illustrating and otherwise preparing materials for use by the Authority, and all other items necessary or proper for, or incidental to, performing Creative Services at the Orlando International Airport ("OIA") in accordance with the Contract Documents. Contractor shall act as the Authority's limited agent when authorized in writing by the Authority, on a non-exclusive basis, in the purchase of materials and services (including branding, printing services, web/social media services, graphic design and other media) required in support of the Projects. All work shall be performed in accordance with the Specification attached hereto.

2. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES:

- 2.1 The Contractor shall invoice the Authority for 50% of the applicable Fee for Design and Proofs on Page PF-9 through Page PF-14 (line items 1 to 22) for the Projects of Creative Services requested by the Authority, after approval of samples in writing by the AAR, with the remaining 50% invoiced after the completion or delivery of the requested Projects referencing the Authority's purchase order number(s) on each invoice. Contractor's invoice shall itemize the Projects completed, delivered and accepted by the Authority.
- 2.2 The Authority shall pay the Contractor, subject to any authorized deductions, the applicable Fee set forth on Page PF-9 through Page PF-14 for each Creative Services authorized by the Authority and actually performed by the Contractor to the satisfaction of the Authority as required by the Specification. If the Fee is listed as a rate range, then it shall not exceed the highest amount listed. The Authority shall have the sole discretion in determining whether the Contractor has successfully completed the work required.
- 2.3 The Contractor shall invoice the Authority by the tenth day of each month following a month in which approved. Additional Creative Services are performed by the Contractor. The Contractor's invoice shall itemize the Projects rendered, date(s) rendered, applicable Hourly Rate, and shall contain such other information and be accompanied by such supporting documents as the Authority shall request.
- 2.4 The Authority shall pay the Contractor, subject to authorized deductions, the applicable Hourly Rate set forth on Page PF-10, Page PF-12, and Page PF-14 (line items 23 to 26) for each Additional Creative Services authorized by the Authority and actually performed by the Contractor to the satisfaction of the Authority as required by the Specification. If the Hourly Rate is listed as a rate range, then it shall not exceed the highest rate listed. The Authority shall have the sole discretion in determining whether the Contractor has successfully completed the work required.
- 2.5 In lieu of an Authority Purchase Order, the Authority may purchase goods and services using the Authority's procurement card (VISA). In cases where supplies are ordered using such procurement card, the Contractor's invoice/packing slip shall generally

GENERAL CONDITIONS (Continued)

describe the number of items delivered, delivery location, and shall reference the word Visa and the "cardholder's name" in place of a purchase order number in the appropriate spaces.

- 2.6 Credits to which the Authority may be entitled as a result of any discrepancies in quantities actually received by and accepted by the Authority, rejection of goods, and/or over shipment returned to the Contractor, or as a result of incorrect billing, shall be issued by the Contractor to the Authority within 5 working days of receipt of notice of delivery shortages or overages and/or returned items. Credits shall be clearly marked as "Credit" and shall include; Purchase Order Number(s), Authority's item number(s) for each item being "Credited", manufacturer and manufacturer's part number(s), original order quantity, item unit price, initial delivery date(s), return date(s), quantity returned and total amount credited.
- 2.7 If a purchase is made by the Authority's procurement card (VISA) and a credit against the purchase occurs later, the credit must be made against the procurement card used to purchase that item.
- 2.8 The Authority shall, at regular intervals, monitor the performance of Contractor to determine whether the work to be performed under the Contract has in fact been accomplished to Authority's satisfaction and/or completed in a timely manner.
- 2.9 The Authority shall notify the Contractor of any specific services that are unsatisfactory to the Authority, and if the Contractor has not addressed such item or items set forth in the notice to the Authority's satisfaction within ten (10) calendar days after Authority's notice, the Authority in addition to all other rights provided under this Contract or by law or equity, may either remedy such unsatisfactory services itself or through a third part and the cost of providing the remedial services shall be deducted from the Contractor's invoice.
- 2.10 The Authority shall pay the undisputed amount of Contractor's (hereinafter includes "Consultant") invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the Authority from later recovering any money paid in excess of that due under the terms of this Contract.
- 2.11 Contractor shall be obligated to pay promptly all proper charges and costs incurred by Contractor for labor and materials used for the work performed hereunder. The Authority shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the Authority shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.
- 2.12 The Contractor shall submit all invoices to: Greater Orlando Aviation Authority, Finance Manager, P.O. Box 620125, Orlando, Florida 32862-0125.

GENERAL CONDITIONS (Continued)

3. COMPLIANCE WITH LAWS AND REGULATIONS:

- 3.1 The Contractor shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Florida, Orange County, the City of Orlando, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the Authority. OSHA rules and regulations shall be followed at all times. The Authority shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Contractor's performance of its obligations and functions hereunder; the Contractor shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the Authority should reasonably request in connection with any such challenge or contest by the Authority.
- 3.2 The Contractor shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefor.
- 3.3 The Contractor shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee.

4. CONTRACTOR'S LIABILITY:

The Contractor shall be responsible for the prompt payment of any fines imposed on Authority or Contractor by the Transportation Security Administration ("TSA") or any other federal, state or local governmental agency as a result of Contractor's, or its subcontractor's (or the officers', directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Contractor under this Section 4 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions of Section 5 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

5. INDEMNIFICATION AND INSURANCE:

- 5.1 Contractor shall indemnify, defend and hold completely harmless the Authority and the City of Orlando, Florida ("City"), and the members (including, without limitation, members of the Authority's Board and the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing (i) by reason or on account of damage to or destruction or loss of any property of Authority or the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of Contractor's directors, officers, agents, employees, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by Authority's

GENERAL CONDITIONS (Continued)

negligence or by the joint negligence of Authority and any person other than Contractor or Contractor's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by Contractor, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 5.4 below by or in favor of any person described in Section 5.5 below, or (iv) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, subcontractors, licensees or invitees. Authority agrees to give Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, Contractor shall engage counsel reasonably acceptable to Authority. In any suit, action, proceeding, claim or demand brought in respect of which the Authority may pursue indemnity, the Authority shall have the right to retain its own counsel. The fees and expenses of such counsel shall be at the expense of the Authority unless the Contractor and the Authority shall have mutually agreed to another arrangement. In the event Contractor fails, within a reasonable time to retain counsel satisfactory to the Authority, the Authority may retain counsel and Contractor shall be responsible for such legal fees, costs and expenses. In the event, the Authority and the Contractor are both named parties in any such proceeding and, in the sole judgment of the Authority, representation of both the Authority and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them then Authority shall obtain its own counsel and Contractor shall be responsible for such legal fees, costs and expenses. The indemnification provisions of this Section 5 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract.

5.2 Not applicable.

5.3 The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Contractor will notify the Authority in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.

5.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against Authority, or the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the Authority's Board or the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of Authority or City, either directly or through the Authority or the City or otherwise for any claim arising out of or in connection with this Contract or the work or services

GENERAL CONDITIONS (Continued)

conducted pursuant to it, or for any sum that may be due and unpaid by Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the Authority, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to Contractor pursuant to this Contract.

- 5.5 In any and all claims against the Authority or the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of Contractor under this Section 5 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- 5.6 No provisions of Section 5 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that Authority may have as to any party or person described therein.
- 5.7 Insurance – The Authority is currently contracted with CertFocus for the management of all insurance certificates related to Authority Contracts. Contractors who enter into a Contract with the Authority will be contacted directly by CertFocus for insurance certificates and related matters such as expired certificates. An introductory letter will be sent regarding CertFocus instructing each Contractor of the proper procedures for processing updated insurance certificates as well as any other insurance related matter that may arise over the term of the Contract. Contractors are to respond to CertFocus as directed in the introductory letter as well as any further instructions they may receive from CertFocus.
- 5.7.1 **General Liability and Automobile Liability.** Contractor shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Contractor, the Authority and the City, and the members (including, without limitation, all members of the governing Board of the Authority, the City's Council and the citizens' advisory committees of each), officers, agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Contractor's performance of the Contract work:
- (1) Commercial general liability insurance with coverage of not less than **(ONE) MILLION DOLLARS (\$1,000,000.00)** combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of Authority and the City under the Contract, and

GENERAL CONDITIONS (Continued)

- (2) Automobile liability insurance with policy limits of not less than **(ONE) MILLION DOLLARS (\$1,000,000.00)** combined single limit per accident or occurrence covering each motor vehicle operated on Authority property. Contractor acknowledges and agrees that, if the Contractor's employee operates a vehicle in the Authority's Aircraft Operations Area (AOA), then all such operations are within its employee's scope of employment regardless of who owns the vehicle.

5.7.1.1 Self-Insured Retention and Deductibles. Contractor's insurance policies shall not be subject to a self-insured retention or deductible exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention or deductible exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the Authority's Executive Director. The above deductible limits may be exceeded if the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Contractor pay the deductible prior to its insurer's payment of the claim.

5.7.1.2 Additional Insured Endorsement. Contractor agrees and shall cause the Authority and the City and their members (including, without limitation, members of the Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insureds under such policy or policies of commercial general and automobile liability insurance.

5.7.2 Workers' Compensation and Employer's Liability. If Contractor has any employee working on Authority property, Contractor shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Contractor's employer's liability insurance shall not be less than \$100,000 for "each accident," \$500,000 for "disease policy limit," and \$100,000 for "disease each employee." If the Contractor is self-insured, the Contractor shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations. The Authority will not accept State of Florida exemptions.

5.7.3 Professional Liability Insurance. Contractor shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) per claim. Such insurance

must contain nose and tail coverage to include work performed by the Contractor from the project's inception date and until such time as the Statue of Limitations has run for the work done on the project.

5.7.4 Garage Liability Insurance. Not applicable.

GENERAL CONDITIONS (Continued)

5.7.5 **Garage Keeper's Legal Liability Insurance.** Not applicable.

5.7.6 **Crime Coverage.** Not applicable.

5.7.7 **Pollution Liability Insurance.** Not applicable.

5.7.8 **Equipment Installation Insurance.** Not applicable.

5.7.9 **Fiduciary Liability Insurance.** Not applicable.

5.7.10 **Other Insurance Requirements.** All insurance policies required by this Section 5.7 shall provide that they are primary insurance as respects any other valid insurance Authority may possess, and that any other insurance Authority does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 6.2 of these General Conditions, and said policies shall be in a form satisfactory to Authority. A properly completed and executed Certificate of Insurance on a form provided or approved by Authority (such as a current ACORD certificate of insurance) evidencing the insurance coverages required by this Section shall be furnished to the Authority upon the Contractor's execution of the Contract. The Contractor shall provide the Authority with at least thirty (30) days' prior written notice of any adverse material change in the Contractor's required insurance coverage. For purposes of this Section 5.7.10, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Contractor's self-insured retention. Prior to the expiration of any such policy, Contractor shall file with Authority a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, Contractor shall, within five (5) days after such cancellation or reduction in coverage, file with Authority a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by Authority. If Contractor fails to obtain or have such insurance reinstated, Authority may, if it so elects, and without waiving any other remedy it may have against Contractor, immediately terminate this Contract upon written notice to Contractor. The Authority's Executive Director shall have the right to alter the monetary limits or coverages herein specified from time to time during the term of this Contract, and Contractor shall comply with all reasonable requests of the Executive Director with respect thereto.

6. SURETY BONDS/LETTERS OF CREDIT/LIABILITY INSURANCE:

6.1 A surety Bond/Letter of Credit is not required for this Contract.

6.2 Liability Insurance Companies furnishing insurance coverages required by these General Conditions shall (a) be approved to issue insurance policies in the State of Florida, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at

GENERAL CONDITIONS (Continued)

a "A-" Financial Rating and a Financial Size Category of "Class VIII" or higher than the Authority's Executive Director may waive the requirement for the insurer to be approved by the State of Florida.

7. CONTRACT ADJUSTMENTS:

- 7.1 Notwithstanding any provision herein to the contrary, the Authority reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Contractor's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Contractor's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Contractor's compensation and the amount of the Performance Bond or Letter of Credit required, will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the Authority and the Contractor and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletions or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 7.2 Notwithstanding the foregoing, the Authority shall have the right to terminate this Contract pursuant to the provisions of Section 9.2 herein should the Contractor and the Authority fail to reach agreement on the adjusted compensation, or the amount of the Performance Bond or Letter of Credit, within thirty (30) days after the date of the Contract Adjustment.
- 7.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Contractor, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

8. SUBCONTRACTORS:

- 8.1 The Contractor shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by Authority. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relatives, close kin, management, or employees common to the Contractor; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the Executive Director. Goods and services provided by subcontractors which are reimbursed by the Authority must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent a Contractor from using the services of a common carrier for delivering goods to the Authority.
- 8.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Contractor and a subcontractor and, in such contractual arrangement, the subcontractor shall give its express written consent to the provisions of this

GENERAL CONDITIONS (Continued)

Section 8. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third party beneficiary hereof.

- 8.3 In the event that the Contractor employs a subcontractor, then Authority may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a subcontractor) shall be submitted to the Authority by the Contractor and the Authority shall pay all compensation to the Contractor. It shall be the sole responsibility of the Contractor to deal with a subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the Authority have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.
- 8.4 If the Contractor has qualified as an MWBE or LDB program participant with respect to this Contract, Contractor may not subcontract the performance of services hereunder to an entity that has not received MWBE or LDB certification, unless the MWBE and LDB Participation Goals are separately met by a qualified portion of the Contract being performed by the Contractor or by one or more other subcontractors that are MWBE and/or LDB certified.

9. DEFAULT AND TERMINATION:

9.1 In the event that:

- 9.1.1 the Contractor shall repeatedly fail (defined for this purpose as at least three (3) failures within any consecutive twelve (12) month period) to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract provided that notice of the first two (2) failures shall have been given to Contractor, but regardless whether or not Contractor shall have remedied any such failure
- 9.1.2 the Contractor shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Contractor of a written notice of such breach or default; or
- 9.1.3 the Contractor's occupational or business license shall terminate or Contractor shall fail to provide Authority with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 9.1.4 the Contractor fails for any reason to provide the Authority with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision of this Contract; or
- 9.1.5 the Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or

GENERAL CONDITIONS (Continued)

statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

- 9.1.6 the Contractor shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute, filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 9.1.7 there is any assignment by the Contractor of this Contract or any of Contractor's rights and obligations hereunder for which the Authority has not consented in writing; or
- 9.1.8 the Contractor shall default on any other agreement entered into by and between Contractor and the Authority,

then, in its discretion, the Authority shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Contractor. In the event that the Authority terminates this Contract for default, or the Contractor abandons or wrongfully terminates the Contract, the Contractor shall be paid for compensation earned to the date of termination or abandonment (but Authority shall have the right to reduce by off-set any amounts owed to Contractor hereunder or under any other Contract or obligation by the amount of the Authority's damages and any amounts owed by Contractor to Authority), but Contractor shall not be compensated for any profits earned or claimed after the receipt of the Authority's notice of termination by default or after abandonment or wrongful termination. The Authority's election to terminate or not to terminate this Contract in part or whole for Contractor's default shall in no way be construed to limit Authority's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

- 9.2 Notwithstanding anything else herein contained, the Authority may terminate this Contract in whole or in part at any time for its convenience by giving the Contractor thirty (30) days written notice. In that event, the Contractor shall proceed to complete any part of the work, as directed by the Authority, and shall settle all its claims and obligations under the Contract, as directed by the Authority. The Contractor shall be compensated by the Authority in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Contractor be entitled to compensation for work not performed or for anticipatory profits. Contractor shall justify its claims, as requested by the Authority, with accurate records and data.

10. AUTHORITY'S AUTHORIZED REPRESENTATIVE:

During the term of this Contract, the Authority's Executive Director or designee may from time to time designate an individual to serve as Authority's Authorized Representative (AAR) (and an Assistant AAR designated to serve in that capacity in the absence of the AAR) who shall have such authority to act on the Authority's behalf as the Authority's Executive Director may from time to time actually delegate to such person, but in no event

GENERAL CONDITIONS (Continued)

shall the AAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

11. ASSIGNMENT:

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the Authority's prior written consent, which consent may be granted or withheld in the Authority's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation, or (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the Authority's prior written consent, the Authority shall be entitled to terminate this Contract pursuant to the provisions of Section 9 hereof.

12. NOTICES:

12.1 All notices or other writings which the Authority is required or permitted to give to the Contractor may be hand delivered, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally-recognized overnight delivery service to the Contractor's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to Contractor, or three (3) days following submission to Contractor by U.S. Certified Mail.

12.2 All notices or other writings which the Contractor is required or permitted to give to the Authority may be hand delivered to the Executive Director, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally-recognized overnight delivery service. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to Authority, or three (3) days following submission to Authority by U.S. Certified Mail. Any such notice shall be sent to:

The Greater Orlando Aviation Authority
ATTN: Executive Director
Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399

12.3 Either party may change its notice address by written notice to the other given as provided in this section.

13. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

GENERAL CONDITIONS (Continued)

- 13.1.1 Compliance with Regulations.** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 13.1.2 Non-discrimination.** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 13.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- 13.1.4 Information and Reports.** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 13.1.5 Sanctions for Noncompliance.** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- 13.1.5.1** Withholding payments to the contractor under the contract until the contractor complies; and/or
 - 13.1.5.2** Cancelling, terminating, or suspending a contract, in whole or in part.
- 13.1.6 Incorporation of Provisions.** The contractor will include the provisions of paragraphs 13.1.1 through 13.1.6 in every subcontract, including procurements of materials and leases of equipment, Required Contact Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation

GENERAL CONDITIONS (Continued)

Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

- 13.2 The Contractor assures Authority that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Contractor from the period beginning with the initial solicitation through the completion of the Contract.

14. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES:

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

- 14.1.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 14.1.2 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 14.1.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 14.1.4 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 14.1.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- 14.1.6 Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 14.1.7 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- 14.1.8 Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

GENERAL CONDITIONS (Continued)

- 14.1.9 The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 14.1.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 14.1.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 14.1.12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

15. FEDERAL FAIR LABOR STANDARDS ACT:

All contracts and subcontracts that result from this contract incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

16. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970:

All contracts and subcontracts that result from this contract incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

17. WHISTLE BLOWER REPORTING LINE:

The Authority is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste or abuse. The Authority has established a Whistle Blower Reporting Line with a third-party service provider as a means for employees, contractors, vendors, tenants and the general public to report suspected fraud, waste or abuse in connection with Authority operations. Should Contractor suspect any fraud, waste or abuse in connection with any work under this Contract, including any work of its subcontractors or laborers, it shall promptly report such activity at (866) 773-3022, or through the online reporting form www.guardianwhistleblower.com. The Contractor shall include this reporting requirement in

GENERAL CONDITIONS (Continued)

all subcontracts and vendor agreements. The Contractor is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

18. COPYING DOCUMENTS:

Contractor hereby grants the Authority and its agents permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to Authority with or in connection with the Contractor's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the Authority and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by Authority for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Chapter 119, Florida Statutes. This provision shall survive the expiration or termination of the Contract.

19. GENERAL PROVISIONS:

19.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, the Request for Proposals, all Addenda issued prior to execution of this Contract, these General Conditions and the Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. Precedence of the Contract Documents shall be as follows: (i) addenda to the Contract Documents, (ii) the Contract, (iii) the General Conditions (iv) the Proposal Forms, (v) the Instructions to Proposers, (vi) the Specifications, and (vii) the Request.

19.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties

sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.

19.3 The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the Authority and/or its tenants, wherever situated on the Airport, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the Authority, the Contractor shall reimburse the Authority for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the Authority.

GENERAL CONDITIONS (Continued)

- 19.4 Contractor warrants to the Authority that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Contractor or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the Authority, and the Contractor shall indemnify and save the Authority harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Contractor shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 19.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the Authority or the Contractor. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Florida. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in Orange County, Florida, and Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.
- 19.6 The section headings herein are for the convenience of the Authority and the Contractor, and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 19.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 19.8 The delay or failure of the Authority at any time to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. Contractor shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 19.9 If the Authority shall, without any fault, be made a party to any litigation commenced between the Contractor and a third party arising out of the Contractor's operations and activities at the premises, then the Contractor shall pay all costs and reasonable attorney's fees incurred by or imposed upon the Authority in connection with such litigation for all trial and appellate proceedings. The Authority shall give prompt notice to the Contractor of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment therefor, and the expiration or earlier termination of this Contract.
- 19.10 The Authority shall have the right to recover from Contractor all of the Authority's costs and expenses incurred in investigating noncompliance with or enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative

GENERAL CONDITIONS (Continued)

investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorneys' fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.

- 19.11 The Contractor shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the Authority. Contractor's and subcontractor's employees while in uniform shall not loiter in the public areas of the Airport.
- 19.12 The Contractor shall be required, during the term of the Contract, at no additional cost to the Authority, to take such reasonable security precautions with respect to its operations at the Airport as the Authority in its discretion may from time to time prescribe. The Contractor shall comply with all regulations, rules and policies of any governmental authority, including the Authority, relating to security issues.
- 19.13 The Authority may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to Contractor (provided, however, that in any emergency situation the Authority shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Contractor under this Contract; whenever the Authority so cures a default by the Contractor, all costs and expenses incurred by the Authority in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by the Contractor to the Authority on demand.
- 19.14 Contractor is an independent contractor and nothing contained herein shall be construed as making the Contractor an employee, agent, partner or legal representative of the Authority for any purpose whatsoever. The Contractor acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the Authority, and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between Authority and Contractor with respect to any employee of Contractor or of its subcontractors.
- 19.15 Contractor and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the Authority's Executive Director or designee. Contractor and its subcontractors shall account for all expenses of any nature related to transactions in connection with this Contract in a manner which segregates in detail those transactions from other transactions of the Contractor and subcontractors and which support the amounts reported and/or invoiced to the Authority. At a minimum, Contractor's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the Authority at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems, shall upon reasonable notice from Authority be made available in Orange County, Florida, for inspection, examination, audit and copying by Authority through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the

GENERAL CONDITIONS (Continued)

general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. Contractor and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine readable format, shall provide the Authority and/or its representative such assistance as may be required to allow complete access to such records. The Executive Director may require Contractor and subcontractors to provide other records the Executive Director, in his or her sole discretion, deems necessary to enable the Authority to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, Contractor and its subcontractors agree that such amounts shall be payable to the Authority. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the Authority, or any claim is made or litigation commenced relating to this Contract by the Authority, the Contractor, or a third party, the Contractor shall continue to maintain all such records, and the Authority shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, Contractor and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Contractor to the Authority, Contractor shall forthwith, upon written demand from the Authority, pay the Authority such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the Authority.

- 19.16 Contractor and subcontractors shall prepare and provide the Authority with all detailed reports as required under the Contract on a timely basis. The Authority reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 19.17 There are no third party beneficiaries to this Contract and nothing contained herein shall be construed to create such.
- 19.18 Time is of the essence for the performance of each of Contractor's obligations under this Contract.
- 19.19 In computing any period of time established under this Contract, except as otherwise specified herein the word "days," when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more

GENERAL CONDITIONS (Continued)

than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Florida or Authority holidays.

- 19.20 Contractor agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 19.21 Authority reserves the right to further develop, improve, repair and alter the airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to Contractor for loss of business or damages of any nature whatsoever to Contractor occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the Authority or its employees, agents or contractors.
- 19.22 Contractor and Authority hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 19.23 At the option of the Contractor, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Contractor to purchase products and/or services in connection with this Contract shall do so independent of the Authority or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The Authority shall have no liability to Contractor or any governmental agency resulting from the purchase by that agency of products and/or services from Contractor in connection with this Contract.
- 19.24 The Contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefitting from Federal assistance. This Provision obligates the Contractor or its assigns, for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the Contractor for the longer of the following periods: (a) the period during which the property is used by the Authority or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the

GENERAL CONDITIONS (Continued)

period during which the Authority or any transferee retains ownership or possession of the property. In the case of a construction project, this Provision binds the Contractors from the Proposal solicitation period through the completion of the Contract.

- 19.25 In the course of performing the Agreement work, Contractor may gain access to Sensitive Data Types including but not limited to Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI), Financial Information and/or other confidential information of the Authority. Contractor agrees to hold such information in confidence and to make such information known only to its employees, affiliates, agents, subcontractors, and sub-consultants who have a legitimate need to know such information and who are under a similar obligation of confidentiality. The Contractor shall seek the Authority's prior written consent before releasing, disclosing, or otherwise making such confidential information available to any other person. This provision shall not apply to information required to be released by applicable law, legal subpoena, or other lawful process. The Contractor must notify the Authority as soon as practicable in the event Contractor is notified of or discovers any compromise and/or breach or suspected breach, such as unauthorized access to, theft of, misuse of and unintentional releases or of any security/sensitive data types, or confidential information of the Authority and/or Individuals ("Data Breach") involving Contractor controlled systems such as, but not necessarily limited to, web sites, transmission infrastructure, voice response unit, and retrieval and storage systems. This notification should include, to the extent known, the type of Data Breach, type of data compromised and/or breached, and results of any forensic investigation. To the extent Contractor is responsible for the Data Breach and upon mutual agreement of the parties, Contractor shall be responsible to implement, in coordination with the Authority, a commercially reasonable Remediation Plan to address and respond to a Data Breach. Such commercially reasonable "Remediation Plan" will include certain administrative requirements associated with addressing and responding to such Data Breach to the extent necessary under the circumstances, and may include but is not necessarily limited to: (i) preparation and mailing or other transmission of legally required notifications, (ii) preparation and mailing or other transmission or communication to impacted Individuals such as may be required by applicable law or regulation; (iii) offering potentially impacted Individuals the opportunity to enroll in a credit monitoring service offered by a vendor of Contractor's choice for a two-year period, or other period as required by applicable law, at no charge to the impacted Individuals; and (iv) payment of applicable reasonable legal, audit, accounting and administrative expenses associated with the investigation, notifications and recovery arising from the Data Breach. The remedies provided for in the Remediation Plan shall be in addition to any other remedies available to the Authority under this Agreement. The provisions of this Section 19.25 shall survive the expiration or earlier termination of the Agreement.

- 19.26 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT: PHONE NUMBER, (407) 825-2032; EMAIL ADDRESS, PUBLICRECORDS@GOAA.ORG; AND MAILING ADDRESS, GREATER ORLANDO AVIATION AUTHORITY, PUBLIC**

GENERAL CONDITIONS (Continued)

RECORDS, ONE JEFF FUQUA BOULEVARD, ORLANDO, FL 32827.

A Contractor with an Authority Contract for services, must comply with Florida Statute, Chapter 119.071, specifically to:

- 19.26.1 Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service.
- 19.26.2 Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes, or as otherwise provided by law.
- 19.26.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Authority.
- 19.26.4 Upon completion of the Contract, meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of the Contractor or keep and maintain public records required by the Authority to perform the service. If the Contractor transfers all public records to the Authority upon completion of the Contract, the Contractor shall, upon termination of the Contract, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.
- 19.26.5 If a Contractor does not comply with a public records request, the Authority shall enforce the Contract provisions in accordance with the Contract.
- 19.27 The Authority maintains an Automate People Mover ("APM") Systems Safety Program Plan ("APM-SSPP") that is in accordance with current Florida Department of Transportation Regulations. Should the scope and work of this Contract require the Contractor to perform services that are in direct proximity of the dynamic envelope of the APM system (typically 10' radius), including directly above the airspace of the tram guideway for the APM system, the Contractor must request a copy of the Authority's APM-SSPP, comply with the procedures within the APM-SSPP, and receive safety training and certification from the APM operator, prior to performing work within this area. All questions regarding this procedure, are to be referred to the AAR.

GENERAL CONDITIONS (Continued)

* * * * * END OF GENERAL CONDITIONS * * * * *

SPECIFICATION FOR CREATIVE SERVICES

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SPECIFICATION

PART ONE - GENERAL

1.1 SCOPE OF WORK:

The Contractor shall provide creative services for advertising materials, promotional materials, collateral materials, and related special projects (collective the "Projects") including, but not limited to, writing, designing, illustrating and otherwise preparing materials for use by the Authority, and all other items necessary or proper for, or incidental to, performing Creative Services at the Orlando International Airport ("OIA") in accordance with this Specifications. Contractor shall act as the Authority's limited agent when authorized in writing by the Authority, on a non-exclusive basis, in the purchase of materials and services (including branding, printing services, web/social media services, graphic design and other media) required in support of the Projects.

1.2 REGULATIONS:

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

1.2.2 The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.

1.2.3 Contractor shall comply with Federal and State right-to-know laws if hazardous materials are used. The SDS (Safety Data Sheets) shall be made available to all workers and Authority's representatives. Contractor shall report immediately to the AAR any spillage or dumping of hazardous materials on Authority property. The Contractor shall also be responsible for the cleanup and any costs incurred for all such incidents.

1.2.4 During the performance of this Contract, Contractor shall keep current and, if requested by the Authority, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.

1.3 WORK HOURS:

1.3.1 The Contractor shall not be bound to a specific work schedule, but shall accomplish each project as has been assigned in an expeditious manner appropriate for each individual task being mindful that time is of the essence.

1.3.2 The Authority's normal business hours are during a forty (40) hour week, Monday through Friday (excluding Authority-observed holidays) between the hours of 8:00 a.m. and 5:00 p.m.

SPECIFICATIONS (Continued)

1.3.3 Authority's normally observed holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, and Christmas Day.

1.4 CONTRACTOR'S PERSONNEL:

- 1.4.1 Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between Contractor and its subsidiaries or related parties and its employees, including but not limited to the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 1.4.2 Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States.
- 1.4.3 Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Contractor will have someone in attendance at all times who can communicate instructions to said employee.
- 1.4.4 Contractor shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act. No employee shall be hired by a Contractor for work on Authority's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the Authority, if requested.
- 1.4.5 Contractor shall transfer promptly from the airport any employee or employees that the Authority advises are not satisfactory, and replace such personnel with employees satisfactory to the Authority; but in no event shall Authority be responsible for monitoring or assessing the suitability of any employee or agent of Contractor.
- 1.4.6 The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at Orlando International Airport. The Contractor shall be responsible for ensuring that all articles found by its employees on Authority's premises are turned over to the Authority or the Authority's designated agent in charge of such articles.
- 1.4.7 A valid Florida driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around Orlando International Airport. Each of the Contractor's motor vehicles brought onto the Authority's premises shall have the Contractor's business name and/or logo prominently displayed on both front doors of such vehicle.

SPECIFICATIONS (Continued)

1.4.8 While working on airport property all Contractor's employees shall wear neat-appearing uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

1.4.9 Account Manager

1.4.9.1 The Contractor shall assign a member of its staff as the Account Manager for this Contract to manage and oversee the account for the Authority. This person must be at a managerial level. They will be the main contact person for all issues relating to this Contract including, but not limited to: implementation of this Contract, resolving problems or inquires including any contractual issues, report generation and will be responsible for overseeing the day-to-day activities on the Contract. The Contractor must also assign a person as back-up in case of the absence of the Account Manager.

1.4.9.2 The day-to-day communication between the Authority and the Contractor's Account Manager may be in person, by email, or by telephone/cellular phone. The Contractor must provide a specific email address and telephone/cellular phone numbers for this purpose.

1.5 IDENTIFICATION AND ACCESS REQUIREMENT:

Not Applicable.

1.6 QUALITY ASSURANCE:

The Contractor shall secure the necessary personnel and services of skilled technicians and experts, such as mechanical artists, art directors, copywriters, producers, etc., to fill its commitment to provide Creative Services meeting industry standards and this Specification. Such persons will be considered employees or contractors of the Contractor and will have no contractual relationship with the Authority.

PART TWO - PRODUCTS

2.1 PRODUCTS:

2.1.1 All materials provided by the Contractor to the Authority under the Contract shall be sufficient and appropriate to the particular assignment.

2.1.2 All ownership rights in and to all documents and materials including, but not limited to, drawings, design, layout, studies, artwork, videos, digital imaging, special projects or any type of work produced in the performance of this Contract, or in contemplation thereof, shall be and shall remain the sole property of the Authority in perpetuity, with all rights reserved by the Authority regardless of whether the work or material is created primarily by the Authority or by the Contractor as "works made for hire", and may be used with any other Authority projects without additional cost to the Authority. The samples provided by the Contractor shall be retained by the Authority until five (5) years after completion of the Contract. Contractor, for the consideration to be paid under this Contract, irrevocably assigns

SPECIFICATIONS (Continued)

to the Authority any and all of its rights and interest in and to all such documents and materials. The Contractor shall enter into agreements with its employees and subcontractors sufficient to ensure that the Authority owns all rights and copyrights in and to all materials produced for Authority under this Contract.

- 2.1.3 All imagery produced in the performance of this Contract, or in contemplation thereof, including but not limited to, digitally scanned images, artwork (hand drawn or mechanically reproduced), video, film, slides/transparencies, enhanced or altered digital imagery or other photographic or graphics belonging to the Authority, and all new photographic images from photo or video shoots that have been scanned or used in projects are to be returned to the Authority once the project is completed in digital format on CD and in hard copy within 30 (thirty) days after completion of project. Digital imagery is to be in tif or .eps format at a minimum 300 dpi resolution.
- 2.1.4 With respect to all materials provided by the Authority and materials or work created by the Contractor, the Contractor agrees not to assert any rights or to establish any claims under the design, patent, copyright, or trademark laws, and further agrees not to publish or reproduce such matter in whole or in part, or in any manner or form, or authorize others to do so, without written consent of the Authority. To the extent the Contractor has any rights in work or materials produced pursuant to this Contract, the Contractor hereby irrevocably assigns to the Authority all of its rights thereto and will return all materials provided by the Authority upon expiration of said Contract.
- 2.1.5 Each party hereto shall give to the other prompt and timely written notice of any claim made or suit instituted of which such party has actual knowledge which in any way directly or indirectly, contingent or otherwise, affects or might affect either party, and each shall have the right to participate in the defense of the same to the extent of its own interest without this impacting any indemnification responsibilities of the Contractor to the Authority.

PART THREE - EXECUTION

3.1 PRE-COMMENCEMENT MEETING:

The Contractor shall attend a pre-commencement meeting as scheduled by the AAR(s) to discuss initial planning and layouts, and to review and approve any and all related conditions that may affect the performance of the work under this specification.

3.2 PERFORMANCE REQUIREMENTS:

- 3.2.1 The Contractor shall be available to the Authority to perform creative services for any and all projects for which the Authority desires the Contractor's services.
- 3.2.2 The Contractor shall have and maintain a main office or a branch office located within the Orlando area (i.e. Orange, Osceola, or Seminole Counties) during the term of the Contract.
- 3.2.3 The Contractor shall perform all obligations and functions in accordance with this Specification and to industry standards. The Contractor shall coordinate all activities to the needs and requirements of the Authority.

SPECIFICATIONS (Continued)

- 3.2.4 The Contractor shall not perform Creative Services for any project until the Contractor has received a written authorization by the AAR.
- 3.2.5 All services provided under the Contract shall be coordinated with the AAR and subject to review by the Authority's Board Services to ensure that concepts submitted for final approval are in compliance with the Authority's design preferences.
- 3.2.6 The Contractor will not commence production of a finished product or make changes to previously approved products prior to submitting proofs and receiving written approval from the AAR assigned to the Project.
- 3.2.7 The Contractor shall provide the Authority scheduled written progress reports, the frequency of which will be determined at Contract commencement, to report projects completed, and projects in progress and discuss project activities.
- 3.2.8 Based on the date and the recommendations of the AAR, the Contractor shall be responsible for coordinating and conducting a photography shooting session at one or more locations selected jointly by Contractor and Authority.
 - 3.2.8.1 A photography shooting session shall be conducted by a professional photographer; the Contractor's photographer is responsible for all equipment to include, but not be limited to, appropriate interior and exterior lights, camera(s) and film or video.
 - 3.2.8.2 The Contractor shall be responsible for all handling of media or digital images generated from the shoot to include, but not be limited to, development and conversion of digital images as may be requested by the AAR to transferable digital images in tif, eps, jpeg, pdf, or other suitable formats on jump drives, CD or DVD.

3.3 PRE-PRESS AND PRINTING WORK:

- 3.3.1 The Contractor shall be responsible for all pre-press work including, but not limited to, the creative design, layout, scanning, color copies, comps, negatives, match prints and print supervision.
 - 3.3.1.1 All match prints require approval by the AAR before they go to the printing company.
 - 3.3.1.2 Upon written approval of each Project, prior to commencement, Contractor shall provide:
 - 3.3.1.2.1 One (1) written quote for printing the Projects that are a total cost of \$5,000.00 and under. Failure to provide one written quote may cause it to be rejected and will delay payment.

SPECIFICATIONS (Continued)

3.3.1.2.2 Three (3) written quotes for printing the Projects that exceeds a total cost of \$5,000.00. The printing job shall be awarded to the company with the lowest quote. Failure to provide the three (3) written quotes may cause it to be rejected and will delay payment.

3.3.1.3 The Authority requests all printing jobs that exceed \$5,000.00 have a small business consideration. A full list of small business vendors that are registered with the Authority can be obtained by contacting the Small Business Department via the internet at [www.orlandoairports.net/small business](http://www.orlandoairports.net/small_business), or from the Authority's Office of Small Business Development by calling (407) 825-7133.

3.3.2 All services provided under the Contract shall be subject to the final signature approval of the AAR who can be contacted at 407-825-2055. The Authority's AAR shall be the liaison between the Contractor, the Creative Services working group and the initiating department for all approvals.

3.4 ORDERING AND DELIVERY OF GOODS:

3.4.1 All items shall be delivered F.O.B. Destination, Freight Prepaid to the Authority at:
Greater Orlando Aviation Authority*
Material Control Department
8652 Casa Verde Road - Building 811
Orlando, FL 32827-4363

* Delivery of the goods to another location other than cited above, may not be performed unless otherwise specified by the AAR.

3.4.2 Authority's Contract number and Purchase Order number shall be referenced on all correspondence, including delivery and invoice documents.

3.5 ADDITIONAL CREATIVE SERVICES:

The Contractor shall perform Additional Creative Services as requested by the Authority. The Contractor shall provide a written quote for additional services requested and such services shall be performed only upon written authorization of the AAR or designee. Contractor shall be compensated at the appropriate Hourly Rates set forth on the Proposal Forms (line items 23 to 26 on Pages PF-10, PF-12, and PF-14).

3.6 DEFICIENCIES:

Contractor must correct deficiencies noted during inspection within ten (10) calendar days following receipt of written notice of such deficiency. The Contractor warrants replacing at no additional cost to the Authority, any item that is damaged as a result of Contractor's error or neglect, reckless, or intended act or omission.

SPECIFICATIONS (Continued)

3.7 SAFETY AND PROTECTION:

The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby.

* * * * * END OF SPECIFICATIONS * * * * *