Date: 6/17/2020
Item: 1-H
Document: 100828

GREATER ORLANDO AVIATION AUTHORITY

INVITATION FOR BIDS

PURCHASING BID 08-20

OFFSITE RECORDS STORAGE SERVICES

ORLANDO INTERNATIONAL AIRPORT
AND
ORLANDO EXECUTIVE AIRPORT

ORLANDO, FLORIDA

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ORLANDO, FLORIDA

ADDENDUM NO. 1
TO
PURCHASING BID 08-20
OFFSITE RECORDS STORAGE SERVICES
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA

January 17, 2020

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 S-4 with corrected Page S-4. In Section 1.9.1, Page S-4, replace the "thirty (30) miles" with "fifty (50) miles.

ITEM 2: Replace Pages IB-3,BF-10, BF-12, BF-13, BF-16, BF-19, BF-22 and BF-24 with corrected Pages IB-3,BF-10, BF-12, BF-13, BF-16, BF-19, BF-22 and BF-24. Replace 14,000 boxes with 15,000 boxes.

ITEM 3: Replace Pages C-2 and C-3 with corrected Pages C-2 and C-3. Replace designation from Executive Director to Chief Executive Officer.

ITEM 4: Replace Page 1 and Page BF-9 with corrected Page 1 and Page BF-9. Change the Sealed Bid opening date from 3:00 p.m., January 21, 2020 to 3:00 p.m., January 24, 2020.

ITEM 5: Question: On Page S-4, Section 1.9.1 will the Authority consider extending the distance the Contractor's Facility must be within?

Answer: Yes, the Authority has reviewed the requirement and will extend the facility distance to fifty (50) miles. Contractor's are still required to meet the 2 business hour rush delivery request as outlined on Page S-8, Section 3.3.4.3.

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

Vlad Opreanu
Senior Purchasing Agent

1/17/20
Date

(REVISED PER ADDENDUM NO.1)

INVITATION FOR BIDS

GREATER ORLANDO AVIATION AUTHORITY

PURCHASING BID 08-20

OFFSITE RECORDS STORAGE SERVICES

Sealed Bids for **Purchasing Bid 08-20, Offsite Records Storage Services**, at the Orlando International Airport and Orlando Executive Airport, will be received by the Greater Orlando Aviation Authority, hereinafter called "Authority."

The proposed Contract will be to furnish all labor, supervision, materials, supplies, equipment, transportation, submissions, and all other items necessary or proper for, or incidental to, performing offsite records storage services at the Orlando International Airport ("OIA") and Orlando Executive Airport ("OEA") in accordance with the Contract Documents.

The Contract period will be for sixty (60) months with the initial service to commence on or about March 15, 2020, and with the Authority having options to renew the Contract for two (2) additional periods of five (5) years each.

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

Bid packages will be available for examination Monday, December 30, 2019, 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 Bid 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-BID CONFERENCE will be held at 4:00 p.m., Wednesday, January 8, 2020, 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 Bid Documents, and a question and answer period. **Attendance at the Pre-Bid Conference is not mandatory but is strongly encouraged**. Bidders are expected to be familiar with the Bid Documents and to provide the Authority with any questions regarding the Bid Documents at the Pre-Bid Conference.

Sealed Bids will be received at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 until 3:00 p.m., January 24, 2020, at which time all Bids received will be publicly opened and read. Bids 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. **Bids transmitted electronically or by facsimile will not be accepted.** Any Bid received after the time and date specified for the opening of the Bids 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 Bids, and which time shall be deemed correct and conclusive.

A Bid must be submitted on a reproduced copy of the Bid Forms supplied, including any addenda which may be issued, and must be submitted in a sealed envelope which shall be clearly marked Purchasing Bid 08-20, Offsite Records Storage Services, at the Orlando International Airport. Five (5) additional copies of the Bid should also be included with the original Bid. The original Bid shall be submitted in hard copy format and clearly marked "Original." Additionally, an exact electronic copy of the Bid should be included with the Original Bid on an individual electronic USB Flash Drive.

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

The Bidder awarded the Contract must provide a Performance Bond or Letter of Credit within ten (10) business days after written notice of such award, completed on the Authority's forms provided in this package and satisfactory to the Authority, having a penal sum equal to **Thirty Five Thousand Dollars ($35,000.00)**, in accordance with the Bid Documents.

The Bidder 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 Bid Documents.

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

Award, if made, will be to the responsible and responsive Bidder submitting the low Bid.

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.

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

GREATER ORLANDO AVIATION AUTHORITY

INSTRUCTIONS TO BIDDERS

1. INTENT:

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

2. GENERAL:

   2.1 This Contract will be to furnish all labor, supervision, materials, supplies, equipment, transportation, submissions, and all other items necessary or proper for, or incidental to, performing offsite records storage services at the Orlando International Airport (“OIA”) and Orlando Executive Airport (“OEA”) in accordance with the Contract Documents.

   2.2 Contract period will be sixty (60) months with the initial service to commence on or about March 15, 2020, and with Authority having options to renew the Contract for two (2) additional periods of five (5) years each (refered to as first and second renewal option year in this parapraph) 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 option years compensation will be based on the annual unit prices. 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 exceeds 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 fifty-fourth (54^{th}) month of the Contract term exceeds the CPI in effect as of the end of the forty-second (42^{nd}) 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 exceeds the percentage, if any, by which the CPI in effect as of the end of the one hundred fourteenth (114th) month of the Contract term exceeds the CPI in effect as of the end of the one hundred second (102nd) 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 Bidder.

   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 Offsite Records Storage 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.

Bidder shall also provide in the appropriate space its Rate for Certified Records Destruction services (see Section 3.7 of the Specification, Page S-9) listed under Year 1 for Offsite Records Storage Services. Then, Bidder shall multiply its Rates by the estimated quantity and enter the product of such calculation, without further adjustment or modification, in the Annual column on the right hand side of the page. Bidders should do the same for Year 2 (Page BF-15), Year 3 (Page BF-18), Year 4 (Page BF-21), and Year 5 (Page BF-24). The Rates shall include all costs necessary for the performance of the Offsite Records Storage Services in accordance with the Specification, including all profit and overhead costs.

2.10 Each Bidder shall provide in the appropriate space on Page BF-12 its Price for the Initial Transfer of Documents listed under Year 1 for Offsite Record Storage Services. Pricing is to include all costs associated with accepting an estimated 15,000 boxes. Pricing should include, but is not limited to, coordinating pickup with the previously awarded Contractor, securely transporting, and indexing of all boxes. All document transfers shall be completed within six (6) months from the commencement date of the new Contract. The Pricing shall include all costs necessary for the performance of the Offsite Records Storage Services in accordance with the Specification, including all profit and overhead costs.

2.11 Each Bidder shall provide in the appropriate space on Page BF-24 its Price for the End of Contract Transfer of Documents listed under Year 5 for Offsite Record Storage Services. Pricing is to include all costs associated with transferring an estimated 15,000 boxes. Pricing should include, but is not limited to, coordinating pickup with the awarded Contractor; Permanent Withdrawal; and palletizing and shrink wrapping all the boxes. All document transfers shall be completed within six (6) months from the commencement date of the new Contract. The Pricing shall include all costs necessary for the performance of the Offsite Records Storage Services in accordance with the Specification, including all profit and overhead costs.

2.12 Each Bidder shall then add the Annual column for each line for Page BF-10 and enter the sum on the appropriate space marked “Total this Page” at the bottom of Page BF-10 and on Page BF-25. Bidders should do the same for Pages BF-11 through Page BF-24.

2.13 Each Bidder shall then add on Page BF-25 its Total for Page BF-10, Total for Page BF-11, and Total for Page BF-12 and enter the sum in the appropriate space marked “Total Year 1 Bid Price” on Page BF-25 and Page BF-26. Bidder shall add the Total for Page BF-13, Total for Page BF-14, and Total for Page BF-15 and enter the sum in the appropriate space marked “Total Year 2 Bid Price” on page BF-25 and Page BF-26. Bidder shall add the Total for Page BF-16, Total for Page BF-17, and Total for Page BF-18 and enter the sum in the appropriate space marked “Total Year 3 Bid Price” on Page BF-25 and Page BF-26. Bidder shall add the Total for Page BF-19, Total for Page BF-20, and Total for Page BF-21 and enter the sum in the appropriate space marked “Total Year 4 Bid Price” on Page BF-25 and Page BF-26. Bidder shall add the Total for Page BF-22, Total for Page BF-23, and Total for Page BF-24 and enter the sum in the appropriate space marked “Total Year 5 Bid Price” on Page BF-25 and Page BF-26.

Bidder shall also provide in the appropriate space its Rate for Certified Records Destruction services (see Section 3.7 of the Specification, Page S-9) listed under Year 1 for Offsite Records Storage Services. Then, Bidder shall multiply its Rates by the estimated quantity and enter the product of such calculation, without further adjustment or modification, in the Annual column on the right hand side of the page. Bidders should do the same for Year 2 (Page BF-15), Year 3 (Page BF-18), Year 4 (Page BF-21), and Year 5 (Page BF-24). The Rates shall include all costs necessary for the performance of the Offsite Records Storage Services in accordance with the Specification, including all profit and overhead costs.

2.10 Each Bidder shall provide in the appropriate space on Page BF-12 its Price for the Initial Transfer of Documents listed under Year 1 for Offsite Record Storage Services. Pricing is to include all costs associated with accepting an estimated 14,000 boxes. Pricing should include, but is not limited to, coordinating pickup with the previously awarded Contractor, securely transporting, and indexing of all boxes. All document transfers shall be completed within six (6) months from the commencement date of the new Contract. The Pricing shall include all costs necessary for the performance of the Offsite Records Storage Services in accordance with the Specification, including all profit and overhead costs.

2.11 Each Bidder shall provide in the appropriate space on Page BF-24 its Price for the End of Contract Transfer of Documents listed under Year 5 for Offsite Record Storage Services. Pricing is to include all costs associated with transferring an estimated 14,000 boxes. Pricing should include, but is not limited to, coordinating pickup with the awarded Contractor; Permanent Withdrawal; and palletizing and shrink wrapping all the boxes. All document transfers shall be completed within six (6) months from the commencement date of the new Contract. The Pricing shall include all costs necessary for the performance of the Offsite Records Storage Services in accordance with the Specification, including all profit and overhead costs.

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2.14 Each Bidder shall then add on Page BF-26 its Total Year 1 Bid Price, Total Year 2 Bid Price, Total Year 3 Bid Price, Total Year 4 Bid Price, and Total Year 5 Bid Price and enter the sum on the appropriate space marked "Total Five (5) Year Bid Price" on Page BF-26 and on Page BF-3.

2.15 Any Bid which fails to include all of the prices as requested on Page BF-10 through Page BF-26 may be deemed non-responsive to the Invitation.

3. RECEIPT AND OPENING OF BIDS:

Bids will be received, opened and read at the time and place specified in the Invitation for Bids. Bidders or their authorized agents are invited to be present. Bids received after the time and date specified will not be considered, and will be returned unopened.

4. EXAMINATION OF BID/CONTRACT DOCUMENTS:

All prospective Bidders shall thoroughly examine and become familiar with the Bid package and carefully note the items which must be submitted with the Bid, 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 Bid Documents.

(These Instructions to Bidders, the Invitation for Bids, the Bid Forms, the Contract, the General Conditions, and the Specifications are referred to herein as the "Bid Documents" or the "Contract Documents.") Submission of a Bid shall constitute an acknowledgment that the Bidder has read and understands the Bid Documents. The failure or neglect of a Bidder to receive or examine any Bid Document shall in no way relieve it from any obligations under its Bid 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 BIDDING:

Other than during the Pre-Bid Conference, the Authority shall not be required to provide to any Bidder verbal interpretations as to the meaning of any portion of the Bid Documents. Requests for interpretation, clarification or correction of Bid Documents, forms or other material in this Bid Package should be made in writing and delivered to the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338, or by facsimile to (407) 825-4020 at least five (5) business days before the date and time announced for the Bid opening. Any response by Authority to a request by a Bidder for clarification or correction will be made in the form of a written Addendum. All parties to whom the Bid 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 Bid opening. In case any Bidder fails to acknowledge receipt of any such Addendum in the space provided in the Bid Form, its Bid will nevertheless be construed as though the Addendum had been received and acknowledged. Submission of a Bid will constitute a Bidder's acknowledgement of the receipt of the Bid Documents and all Addenda. Only interpretations or corrections provided by written Addenda shall be binding on Authority. Prospective Bidders are warned that any other source by which a Bidder receives information concerning, explaining or interpreting the Bid Documents shall not bind the Authority.

6. PREPARATION OF BIDS:

6.1 Bids shall be submitted only on reproduced copies of the attached Bid Forms including any revised or additional Bid Forms supplied by Addenda. If an award is made, the completed Bid Forms shall constitute a part of the Contract Documents and will be incorporated in the final Contract between the Authority and the successful Bidder. All blank spaces in the Bid Forms should be filled in legibly and correctly in ink or typewritten.

6.2 All Bids shall contain the name and business address of the individual, firm, corporation, or other business entity submitting the Bid 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 Bidder, the Authority should be furnished with satisfactory evidence of such officer's or agent's authority to bind the Bidder with respect to the contents of the subject Bid Documents so signed by him or her. If the Bidder is an LLC, the Bidder should submit with its Bid 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 Bid is authorized to bind the LLC.

6.3 If the Bidder is a partnership or sole proprietorship, the Authority, reserves the right to require the Bidder to submit to the Authority at any time the name and business address of each owner, principal, partner, or member of the Bidder having an ownership or management position with the Bidder.

6.4 If the Bidder is a corporation or other state-chartered business entity, the Authority reserves the right to require the Bidder 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 Bidder is a corporation, the Bid should have the corporate seal affixed and include the name of the State in which it was incorporated. If the Bidder is a foreign corporation or other state-chartered business entity and is the successful Bidder, the Bidder 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 Bidder elects to use a fictitious name in its Bid, a copy of the Bidder's fictitious name registration should be provided to Authority.

7. BID GUARANTY:

A Bid Guaranty shall not be required for this Contract.

8. DELIVERY OF BIDS:

8.1 All Bids shall be submitted in a sealed envelope bearing on the outside the name of the Bidder, address, and the notation Purchasing Bid 08-20, Offsite Records Storage Services, at Orlando International Airport and Orlando Executive Airport. Five (5) additional copies of the Bid should also be provided to the Authority in the sealed envelope with the original Bid clearly marked "Original." Each Bid shall consist of an executed copy of the Bid Form (Pages BF-1 through BF-27), along with all other documents or information required to be submitted pursuant to the terms of the Bid Documents (together, the "Bid"). The documents comprising the Bid must be completed and signed on the forms provided herein, or on exact reproductions thereof.

8.2 All Bids shall be submitted pursuant to the terms outlined in these Instructions to Bidders. Any Bids received after the time and date specified in the Invitation for Bids (or any Addenda thereto) for the opening of the Bids will not be considered, but will be returned unopened.

8.3 Each Bidder's response to the Invitation for Bids shall be at the sole cost and expense of the Bidder and such Bidder 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 Bids or to cancel an award pursuant to a provision hereof for any reason.

8.4 Submission of a Bid shall constitute authorization for the Authority and its representatives and agents to make such copies of the Bid 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 BID 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 Bidder 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 is made. An appropriate official or employee of the Authority may initiate communication with a Bidder in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Any official communication from a Bidder during the Bid 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 Bid 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 BIDS:

No Bid may be withdrawn after it is submitted unless the Bidder makes a request by letter and such request is received prior to the time set for opening of Bids. No Bid may be withdrawn after the scheduled Bid opening time for a period of ninety (90) days. **Any Bidder withdrawing or attempting to withdraw its Bid 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 Bidder 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 Bidder's submission of a Bid shall be deemed the Bidder's acknowledgment of and agreement to the provisions of this Section.**

11. DISQUALIFICATION OF BIDDERS:

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

11.1.1 Submission of more than one Bid for the same work, or participation in more than one Bid for the same work as a partner or principal of the Bidder, by an individual, firm, partnership or corporation, under the same or different names, or by Bidders 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 Bidders;

11.1.3 Evidence, in the opinion of the Authority, of Bidder(s) attempting to manipulate the Bid 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;

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 Bidder'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 Bidder or the rejection of its Bid.

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 Bidder 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 Bidder to bid 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 BIDS:

A Bid 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 Bids, (iii) fails to include the proper Bid Guaranty (if required), Contract references, other certificates, affidavits, statements, or any other information required to be included with Bids, including, but not limited to, the Bidder's prices, or (iv) contains other irregularities of any kind.

13. NOTICE OF INTENT TO AWARD CONTRACT:

Unless all Bids are rejected by the Authority, a Notice of Intent to Award is anticipated to be provided within ninety (90) days from the opening of Bids to the responsible and responsive Bidder submitting the low Bid. In the event of tie Bids, the Authority reserves the right to determine the successful Bidder by the method approved by the Authority in its Policies and Procedures. Bidders involved will be given notice of the time and place the determination is made. For all procurements, the Authority reserves the right to reject any or all bids and to cancel the procurement or to solicit new bids.

14. RESPONSIBILITY OF BIDDERS:

14.1 To aid it in determining a Bidder's responsibility, Authority reserves the right (a) to request, at the Authority's exclusive discretion and at any time, that Bidder submit such evidence, including additional references, of Bidder'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 Bidder, including past performance (experience) with the Authority and others. Satisfaction of the minimum responsibility criteria below does not mean that the Bidder necessarily will be found by the Authority to be responsible. The Authority shall be the final authority in the determination of a Bidder's responsibility and the award of a Contract to a Bidder.

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

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

14.3.1 through references or otherwise, that the Bidder is an individual, a firm, a corporation, or other entity that is currently engaged in the business of providing offsite records storage services; and

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

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 Bidder is responsible despite such Bidder's failure to satisfy all requirements of the minimum responsibility criteria above.

15. GUARANTY OF FAITHFUL PERFORMANCE:

15.1 The successful Bidder ("Contractor") will be required to provide and keep in force throughout the term of the Contract a Performance Bond, as provided in Section 6 of the General Conditions, with a surety which meets the requirements set forth in Section 6.7 of the General Conditions, and in the form contained in these Bid Documents.

15.2 In lieu of any Performance Bond required by the terms of the Bid Documents, the Contractor may provide at its option (and subject to certain additional requirements), an irrevocable standby letter of credit ("Letter of Credit") as provided in Section 6 of the General Conditions issued by a bank which meets the requirements set forth in Section 6.10 of the General Conditions, and in the form contained in these Bid Documents.

15.3 Except as provided in Section 6.4 of the General Conditions, the Authority will not accept any change or modification to the forms of Performance Bond or Letter of Credit contained in these Bid Documents, which must be properly executed and submitted by the Contractor.

16. POWER OF ATTORNEY AND COUNTERSIGNATURE:

Attorneys-in-fact who sign Bid, Payment or Performance Bonds must file with such Bond a certified copy of their Power of Attorney to sign such Bond. The Bond should be countersigned by a Florida licensed agent of the Surety, with proof of agency attached.

17. EXECUTION OF CONTRACT:

17.1 The Bidder to whom the "Notice of Intent to Award" is given shall provide to the Authority within three (3) days after receiving such Notice the Bidder's main point of contact and a brief description of the after hours communication system including all applicable phone numbers (see Section 1.10 of the Specification).

17.2 The Bidder 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 Bidder's valid business or occupational license, a copy of Bidder's W-9 Form (Request for Taxpayer Identification Number and Certification), the Awarded Bidder'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 Bidder, and delivered to Authority, before the Contract will be executed by the Authority.

17.3 Not applicable.

17.4 A Bidder'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 Bidder or all Bids 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 Bidder's failure to fulfill its obligations under this Section. A Bidder's liability for failing to timely fulfill the obligations stated in this Section shall be the same as for withdrawing its Bid (see Section 10 of the Instructions to Bidders).

17.5 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 Bidder 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.

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 Bidders 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 Bidder 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 Bidder shall complete and sign the Non-Segregated Facilities Certificate on Page BF-8. A Bid may be considered irregular, in the Authority's sole discretion, if the Bidder 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 Bid 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 Bidders: "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 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 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 Bidder 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. BID ERRORS:

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

30. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT:

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

31. PERFORMANCE STANDARDS:

The standards by which the Contractor's performance will be measured are set forth in the General Conditions (Pages GC-1 to GC-24) and Specifications (Pages S-1 to S-12). The successful Bidder'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.

32. NO BIDS:

In the event a potential Bidder elects not to submit a Bid, such potential Bidder should respond by completing and returning the "No Response to Invitation for Bids" form, Page BF-9, advising Authority of the reason for not submitting a Bid.

33. EVALUATION CRITERIA OF BID:

Award, if made, will be to the responsible and responsive Bidder submitting the low Bid. The responsible and responsive Bidder submitting a Bid having the lowest "Total Three (3) Year Bid Price" on Page BF-3 shall be deemed to have submitted the low Bid. Bid tabulations shall be presented to the Authority's Concessions/Procurement Committee, to the Greater Orlando Aviation Authority Board or its designee, or to the Authority's Executive Director as may be applicable. All parties desiring information regarding the award of the Contract may visit AirportLink's website at http://AirportLink.perfect.com.

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 Bid 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 Bidders. In the event that a Bidder 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 BIDDERS * * * * * * *

BID FORM

GREATER ORLANDO AVIATION AUTHORITY

PURCHASING BID 08-20

OFFSITE RECORDS STORAGE SERVICES

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

Submitted by: VRC Companies LLC
Name of Bidder

Address: 1702 Boice Pond Rd
Orlando, FL 32837

Federal Employer I.D. No. 82-0796154

Business Telephone No. 407-770-1490

Business Fax No. 407-770-1494

After Business Hours Telephone No. 407-770-1490

E-Mail Address othomas@vrcoffl.com

By: [signature]
Signature

Omar Thomas
Name and Title (Typed or Printed)

Date: January 20, 2020

The undersigned, as Bidder, hereby declares that this Bid is in all respects fair and submitted in good faith without collusion or fraud. Bidder represents and warrants to the Greater Orlando Aviation Authority ("Authority") that: (i) except as may be disclosed in writing to Authority with its Bid, no officer, employee or agent of the Authority has any interest, either directly or indirectly, in the business of the Bidder, 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 Bid or the Authority's evaluation or consideration thereof.

BIDDER: VRC Companies LLC

The Bidder 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(s) 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 Bids, 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 Bidder agrees, if this Bid is accepted, to enter into the written Contract with the Authority in the form of Contract attached (properly completed in accordance with said Bid Documents), to furnish all labor, supervision, materials, supplies, equipment, transportation, submissions and all other items necessary or proper for, or incidental to, performing offsite records storage services in accordance with the Specification covered by this Bid and the Contract Documents for Purchasing Bid, 08-20, Offsite Records Storage Services at Orlando International Airport and Orlando Executive Airport, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Bidder 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 Bidder 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 Bid Documents), the Bid award may be offered by the Authority to the next ranked Bidder, or the Authority may readvertise for Bids, and in either case the Authority shall have the right to recover from the Bidder 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 Bidder under Section 10 of the Instructions to Bidders if the Bidder withdrew or attempted to withdraw its Bid.**

The Bidder 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 Bidder.

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

ADDENDUM NO.	DATE	ADDENDUM NO.	DATE	ADDENDUM NO.	DATE
One	01/17/20				

It will be the responsibility of the Bidder 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 Bid 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 Bid. If you received this solicitation document from any source other than AirportLink (WebProcure), please promptly register your interest in this solicitation with AirportLink.

BIDDER: VRC Companies LLC

The Bidder agrees to provide all labor, supervision, materials, supplies, equipment, transportation, submissions and all other items necessary or proper for, or incidental to, performing offsite records storage services described in the Contract Documents, including, but not limited to, the cost of bonds and the specified insurance coverage for the following:

OFFSITE RECORDS STORAGE SERVICES

TOTAL FIVE (5) YEAR BID PRICE:

Three Hundred Twenty-Three Thousand, Eight Hundred and Seven Dollars and Twenty Cents $ 323,807.20
(Print Dollar Amount)

Note: The figure shown above should match the figure shown on Page BF-26 as the "Total Five (5) Year Bid Price."

BIDDER: VRC Companies LLC

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

N/A

____
Company Name (if any)

______________________________(SEAL)
Company Owner's (Bidder's) Signature

____
Company Owner's Name Printed or Typed

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

______________________________(SEAL)
Partnership Name

N/A

BY: ______________________________(SEAL)
General Partner's Signature

____
General Partner's Name Printed or Typed

The following information may be provided by a Bidder with this Bid, 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).

Bidders 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 bids received by the Authority pursuant to invitation for bids, are exempt from public disclosure only for the thirty (30) day period following the bid opening and as otherwise provided in Section 119.071. Once the thirty (30) day period has passed, all bids received by the Authority shall be made available to the public for inspection and copying in accordance with Chapter 119, *Florida Statutes*. Once bids are opened, they may not be revoked, even during such thirty (30) day period. Any language in a bid attempting to keep all or part of such bid confidential is of no force and effect and will be disregarded as contrary to Florida law.

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

BIDDER: VRC Companies LLC

(If Bidder 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.)

VRC Companies LLC
(Name of Corporation or other business entity)

BY: ____________________
(Signature of Authorized Officer)

(Affix Corporate Seal)

Its: CFO
(Title)

David Dunavant
Officer's Name Printed or Typed

ATTEST: ____________________
Secretary

The Bidder is a corporation or other state-chartered business entity organized under the laws of the State of Delaware, and authorized by law to make this Bid and perform all work and furnish materials and equipment required under the Contract Documents. If Bidder 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 Bidder with this Bid, 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.

Bidders 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 bids received by the Authority pursuant to invitation for bids, are exempt from public disclosure only for the thirty (30) day period following the bid opening and as otherwise provided in Section 119.071. Once the thirty (30) day period has passed, all bids received by the Authority shall be made available to the public for inspection and copying in accordance with Chapter 119, *Florida Statutes*. Once bids are opened, they may not be revoked, even during such thirty (30) day period. Any language in a bid attempting to keep all or part of such bid confidential is of no force and effect and will be disregarded as contrary to Florida law.

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

BIDDER: VRC Companies LLC

CONTRACT REFERENCES

List below a company for whom you are presently providing offsite records storage 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 Bid (refer to Section 14 of the Instructions to Bidders).

1. COMPANY NAME: Orlando Health

   ADDRESS: 1355 Atlanta Ave MP1

   Orlando, FL 32806

   CONTACT PERSON: Daniel Davidson

   PHONE NO.: 321-841-5442

   EMAIL ADDRESS: daniel.davidson@orlandohealth.com

2. COMPANY NAME: Regions Bank

   ADDRESS: 2090 Parkway Office Circle

   Birmingham, AL 35244

   CONTACT PERSON: Cindy Rexrode

   PHONE NO.: 205-261-5498

   EMAIL ADDRESS: Cindy.rexrode@regions.com

3. COMPANY NAME: State Attorney

   ADDRESS: 2000 Main St

   Fort Myers, FL 33901

   CONTACT PERSON: Debbie Stanbro

   PHONE NO.: 239-533-9112

   EMAIL ADDRESS: dstranbro@sao.cjis20.org

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

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BIDDER: VRC Companies LLC

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder shall complete, sign and include in its Bid this Certification of Non-Segregated Facilities. Bidder 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. Bidder 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. Bidder 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. Bidder 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.

VRC Companies LLC
(Name of Bidder)

By: ______________
(Signature)

Date: January 20, 2020

Title: Sales & Development Manager

(REVISED PER ADDENDUM NO. 1)

N/A

NO RESPONSE

TO

INVITATION FOR BIDS

If your firm is unable to submit a Bid 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 Invitation for Bids, Purchasing Bid 08-20, Offsite Records Storage Services, for Orlando International Airport, opening at 3:00 p.m., January 24, 2020, 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 Bid is:

____

____

____

____

____
Company Name

By:______________________________

Its:______________________________
Name & Title, Typed or Printed

(REVISED PER ADDENDUM NO. 1)

BID PRICES
OFFSITE RECORDS STORAGE SERVICES

YEAR 1

Services	Estimated Qty*	(x)	Unit Price	Unit of Measure	(=)	Annual ($)
Indexing (does not include initial indexing)	1550	(x)	$ 0.35	occurrence	(=)	$ 542.50
Retrieval (including Permanent Withdrawal)	2050	(x)	$ 1.95	occurrence	(=)	$ 3,997.50
Refiling	1100	(x)	$ 1.95	occurrence	(=)	$ 2,145.00

	Estimated Qty*	(x)	Unit Price	(x)	Estimated Frequency*	(=)	Annual ($)
STORAGE BOXES							
Standard Archival Box	15,000	(x)	$ 0.16	(x)	12	(=)	$ 28,800.00
Building Plans Box	60	(x)	$ 0.31	(x)	12	(=)	$ 223.20
X-Ray Box	2	(x)	$ 0.24	(x)	12	(=)	$ 5.76
Micro-Media Box (small)	1	(x)	$ 0.149	(x)	12	(=)	$ 1.79
Micro-Media Box (large)	1	(x)	$ 0.149	(x)	12	(=)	$ 1.79
Security Vault Storage and Climate Control Box for microfilm boxes	80	(x)	$ 0.20	(x)	12	(=)	$ 2.40

TOTAL THIS PAGE: $ 35,719.94
(Enter here and on Page BF-25)

* The quantities and frequencies have been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the quantities and frequencies to differ from the estimates. The Authority has no obligation to request any number of quantities or frequencies or to require the use of any particular quantity or frequency. Bids will be evaluated based on the Total Five (5) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the Unit Price provided in the successful Bidder's Bid for the quantities and frequencies actually requested by the Authority and satisfactorily provided by the Contractor.

BID PRICES
OFFSITE RECORDS STORAGE SERVICES

YEAR 1 (Continued)

Services	Estimated Quantity*	(x)	Unit Price	Unit of Measure	(=)	Annual ($)
Delivery/Pickup						
Normal Delivery and/or Pickup of 5 or less files, boxes, containers	160	(x)	$ 15.00	Request	(=)	$ 2,400.00
Normal Delivery and/or Pickup of more than 5 files, boxes, containers	20	(x)	$ 0.00	Per file or box	(=)	$ 0.00
Urgent Delivery and/or Pickup of 5 or less files, boxes, containers	25	(x)	$ 35.00	Request	(=)	$ 875.00
Urgent Delivery and/or Pickup of more than 5 files, boxes, containers	10	(x)	$ 0.00	Per file or box	(=)	$ 0.00
Rush Delivery and/or Pickup of 5 or less files, boxes, containers	2	(x)	$ 50.00	Request	(=)	$ 100.00
Rush Delivery and/or Pickup of more than 5 files, boxes, containers	1	(x)	$ 0.00	Per file or box	(=)	$ 0.00
Non-Standard Work Hours Delivery	1	(x)	$ 75.00	Request	(=)	$ 75.00

TOTAL THIS PAGE: $ 3,450.00
(Enter here and on Page BF-25)

* The quantities have been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the quantities to differ from the estimates. The Authority has no obligation to request any number of quantities or to require the use of any particular quantity. Bids will be evaluated based on the Total Five (5) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the Unit Price provided in the successful Bidder's Bid for the quantities actually requested by the Authority and provided by the Contractor.

(REVISED PER ADDENDUM NO. 1)

BID PRICES
OFFSITE RECORDS STORAGE SERVICES

YEAR 1 (Continued)

Services	Estimated Quantity*	(x)	Rate	Unit of Measure	(=)	Annual ($)
ADMINISTRATIVE SERVICES						
Copy Service	5	(x)	$ 0.20	Impression	(=)	$ 1.00
Facsimile Transmission / email	10	(x)	$ 0.30	Page	(=)	$ 3.00
Research	5	(x)	$ 17.50	Hour	(=)	$ 87.50
RECORDS DESTRUCTION, CERTIFIED						
Standard Records Box (Includes Retrieval Fee)	1,500	(x)	$ 3.00	Box	(=)	$ 4,500.00

INITIAL TRANSFER OF DOCUMENT

Total all inclusive price to pickup and index initial 15,000 boxes $ 0.00

TOTAL THIS PAGE: $ 4,591.50
(Enter here and on Page BF-25)

* The quantities have been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the quantities to differ from the estimates. The Authority has no obligation to request any number of quantities or to require the use of any particular quantity. Bids will be evaluated based on the Total Five (5) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the Unit Price provided in the successful Bidder's Bid for the quantities actually requested by the Authority and provided by the Contractor.

(REVISED PER ADDENDUM NO. 1)

BID PRICES
OFFSITE RECORDS STORAGE SERVICES

YEAR 2

Services	Estimated Quantity*	(x)	Unit Price	Unit of Measure	(=)	Annual ($)
Indexing	1550	(x)	$ 0.35	occurrence	(=)	$ 542.50
Retrieval (including Permanent Withdrawal)	2050	(x)	$ 1.95	occurrence	(=)	$ 3,997.50
Refiling	1100	(x)	$ 1.95	occurrence	(=)	$ 2,145.00

	Estimated Qty*	(x)	Unit Price	(x)	Estimated Frequency*	(=)	Annual ($)
STORAGE BOXES							
Standard Archival Box	15,000	(x)	$ 0.16	(x)	12	(=)	$ 28,800.00
Building Plans Box	60	(x)	$ 0.31	(x)	12	(=)	$ 223.20
X-Ray Box	2	(x)	$ 0.24	(x)	12	(=)	$ 5.76
Micro-Media Box (small)	1	(x)	$ 0.149	(x)	12	(=)	$ 1.79
Micro-Media Box (large)	1	(x)	$ 0.149	(x)	12	(=)	$ 1.79
Security Vault Storage and Climate Control Box for microfilm boxes	80	(x)	$ 0.20	(x)	12	(=)	$ 2.40

TOTAL THIS PAGE: $ 35,719.94
(Enter here and on Page BF-25)

* The quantities and frequencies have been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the quantities and frequencies to differ from the estimates. The Authority has no obligation to request any number of quantities or frequencies or to require the use of any particular quantity or frequency. Bids will be evaluated based on the Total Five (5) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the Unit Price provided in the successful Bidder's Bid for the quantities and frequencies actually requested by the Authority and satisfactorily provided by the Contractor.

BID PRICES
OFFSITE RECORDS STORAGE SERVICES

YEAR 2 (Continued)

Services	Estimated Quantity*	(x)	Unit Price	Unit of Measure	(=)	Annual ($)
Delivery/Pickup						
Normal Delivery and/or Pickup of 5 or less files, boxes, containers	160	(x)	$ 15.00	Request	(=)	$ 2,400.00
Normal Delivery and/or Pickup of more than 5 files, boxes, containers	20	(x)	$ 0.00	Per file or box	(=)	$ 0.00
Urgent Delivery and/or Pickup of 5 or less files, boxes, containers	25	(x)	$ 35.00	Request	(=)	$ 875.00
Urgent Delivery and/or Pickup of more than 5 files, boxes, containers	10	(x)	$ 0.00	Per file or box	(=)	$ 0.00
Rush Delivery and/or Pickup of 5 or less files, boxes, containers	2	(x)	$ 50.00	Request	(=)	$ 100.00
Rush Delivery and/or Pickup of more than 5 files, boxes, containers	1	(x)	$ 0.00	Per file or box	(=)	$ 0.00
Non-Standard Work Hours Delivery	1	(x)	$ 75.00	Request	(=)	$ 75.00

TOTAL THIS PAGE: $ 3,450.00
(Enter here and on Page BF-25)

* The quantities have been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the quantities to differ from the estimates. The Authority has no obligation to request any number of quantities or to require the use of any particular quantity. Bids will be evaluated based on the Total Five (5) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the Unit Price provided in the successful Bidder's Bid for the quantities actually requested by the Authority and provided by the Contractor.

BID PRICES
OFFSITE RECORDS STORAGE SERVICES

YEAR 2 (Continued)

Services	Estimated Quantity*	(x)	Rate	Unit of Measure*	(=)	Annual ($)
ADMINISTRATIVE SERVICES						
Copy Service	5	(x)	$ 0.20	Impression	(=)	$ 1.00
Facsimile Transmission / email	10	(x)	$ 0.30	Page	(=)	$ 3.00
Research	5	(x)	$ 17.50	Hour	(=)	$ 87.50
RECORDS DESTRUCTION, CERTIFIED						
Standard Records Box (Includes Retrieval Fee)	1,500	(x)	$ 3.00	Box	(=)	$ 4,500.00

TOTAL THIS PAGE: $ 4,591.50
(Enter here and on Page BF-25)

* The quantities have been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the quantities to differ from the estimates. The Authority has no obligation to request any number of quantities or to require the use of any particular quantity. Bids will be evaluated based on the Total Five (5) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the Unit Price provided in the successful Bidder's Bid for the quantities actually requested by the Authority and provided by the Contractor.

(REVISED PER ADDENDUM NO. 1)

BID PRICES
OFFSITE RECORDS STORAGE SERVICES

YEAR 3

Services	Estimated Quantity*	(x)	Unit Price	Unit of Measure	(=)	Annual ($)
Indexing	1550	(x)	$ 0.35	occurrence	(=)	$ 542.50
Retrieval (including Permanent Withdrawal)	2050	(x)	$ 1.95	occurrence	(=)	$ 3,997.50
Refiling	1100	(x)	$ 1.95	occurrence	(=)	$ 2,145.00

	Estimated Qty*	(x)	Unit Price	(x)	Estimated Frequency*	(=)	Annual ($)
STORAGE BOXES							
Standard Archival Box	15,000	(x)	$ 0.16	(x)	12	(=)	$ 28,800.00
Building Plans Box	60	(x)	$ 0.31	(x)	12	(=)	$ 223.20
X-Ray Box	2	(x)	$ 0.24	(x)	12	(=)	$ 5.76
Micro-Media Box (small)	1	(x)	$ 0.149	(x)	12	(=)	$ 1.79
Micro-Media Box (large)	1	(x)	$ 0.149	(x)	12	(=)	$ 1.79
Security Vault Storage and Climate Control Box for microfilm boxes	80	(x)	$ 0.20	(x)	12	(=)	$ 2.40

TOTAL THIS PAGE: $ 35,719.94
(Enter here and on Page BF-25)

* The quantities and frequencies have been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the quantities and frequencies to differ from the estimates. The Authority has no obligation to request any number of quantities or frequencies or to require the use of any particular quantity or frequency. Bids will be evaluated based on the Total Five (5) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the Unit Price provided in the successful Bidder's Bid for the quantities and frequencies actually requested by the Authority and satisfactorily provided by the Contractor.

BID PRICES
OFFSITE RECORDS STORAGE SERVICES

YEAR 3 (Continued)

Services	Estimated Quantity*	(x)	Unit Price	Unit of Measure	(=)	Annual ($)
Delivery/Pickup						
Normal Delivery and/or Pickup of 5 or less files, boxes, containers	160	(x)	$ 15.00	Request	(=)	$ 2,400.00
Normal Delivery and/or Pickup of more than 5 files, boxes, containers	20	(x)	$ 0.00	Per file or box	(=)	$ 0.00
Urgent Delivery and/or Pickup of 5 or less files, boxes, containers	25	(x)	$ 35.00	Request	(=)	$ 875.00
Urgent Delivery and/or Pickup of more than 5 files, boxes, containers	10	(x)	$ 0.00	Per file or box	(=)	$ 0.00
Rush Delivery and/or Pickup of 5 or less files, boxes, containers	2	(x)	$ 50.00	Request	(=)	$ 100.00
Rush Delivery and/or Pickup of more than 5 files, boxes, containers	1	(x)	$ 0.00	Per file or box	(=)	$ 0.00
Non-Standard Work Hours Delivery	1	(x)	$ 75.00	Request	(=)	$ 75.00

TOTAL THIS PAGE: $ 3,450.00
(Enter here and on Page BF-25)

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BID PRICES
OFFSITE RECORDS STORAGE SERVICES

YEAR 3 (Continued)

Services	Estimated Quantity*	(x)	Rate	Unit of Measure*	(=)	Annual ($)
ADMINISTRATIVE SERVICES						
Copy Service	5	(x)	$ 0.20	Impression	(=)	$ 1.00
Facsimile Transmission / email	10	(x)	$ 0.30	Page	(=)	$ 3.00
Research	5	(x)	$ 17.50	Hour	(=)	$ 87.50
DESTRUCTION, CERTIFIED						
Standard Records Box (Includes Retrieval Fee)	1,500	(x)	$ 3.00	Box	(=)	$ 4,500.00

TOTAL THIS PAGE: $ 4,591.50
(Enter here and on Page BF-25)

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(REVISED PER ADDENDUM NO. 1)

BID PRICES
OFFSITE RECORDS STORAGE SERVICES

YEAR 4

Services	Estimated Quantity*	(x)	Unit Price	Unit of Measure	(=)	Annual ($)
Indexing	1550	(x)	$ 0.35	occurrence	(=)	$ 542.50
Retrieval (including Permanent Withdrawal)	2050	(x)	$ 1.95	occurrence	(=)	$ 3,997.50
Refiling	1100	(x)	$ 1.95	occurrence	(=)	$ 2,145.00

	Estimated Qty*	(x)	Unit Price	(x)	Estimated Frequency*	(=)	Annual ($)
STORAGE BOXES							
Standard Archival Box	15,000	(x)	$ 0.16	(x)	12	(=)	$ 28,800.00
Building Plans Box	60	(x)	$ 0.31	(x)	12	(=)	$ 223.20
X-Ray Box	2	(x)	$ 0.24	(x)	12	(=)	$ 5.76
Micro-Media Box (small)	1	(x)	$ 0.149	(x)	12	(=)	$ 1.79
Micro-Media Box (large)	1	(x)	$ 0.149	(x)	12	(=)	$ 1.79
Security Vault Storage and Climate Control Box for microfilm boxes	80	(x)	$ 0.20	(x)	12	(=)	$ 2.40

TOTAL THIS PAGE: $ 35,719.94
(Enter here and on Page BF-25)

* The quantities and frequencies have been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the quantities and frequencies to differ from the estimates. The Authority has no obligation to request any number of quantities or frequencies or to require the use of any particular quantity or frequency. Bids will be evaluated based on the Total Five (5) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the Unit Price provided in the successful Bidder's Bid for the quantities and frequencies actually requested by the Authority and satisfactorily provided by the Contractor.

BID PRICES
OFFSITE RECORDS STORAGE SERVICES

YEAR 4 (Continued)

Services	Estimated Quantity*	(x)	Unit Price	Unit of Measure	(=)	Annual ($)
Delivery/Pickup						
Normal Delivery and/or Pickup of 5 or less files, boxes, containers	160	(x)	$ 15.00	Request	(=)	$ 2,400.00
Normal Delivery and/or Pickup of more than 5 files, boxes, containers	20	(x)	$ 0.00	Per file or box	(=)	$ 0.00
Urgent Delivery and/or Pickup of 5 or less files, boxes, containers	25	(x)	$ 35.00	Request	(=)	$ 875.00
Urgent Delivery and/or Pickup of more than 5 files, boxes, containers	10	(x)	$ 0.00	Per file or box	(=)	$ 0.00
Rush Delivery and/or Pickup of 5 or less files, boxes, containers	2	(x)	$ 50.00	Request	(=)	$ 100.00
Rush Delivery and/or Pickup of more than 5 files, boxes, containers	1	(x)	$ 0.00	Per file or box	(=)	$ 0.00
Non-Standard Work Hours Delivery	1	(x)	$ 75.00	Request	(=)	$ 75.00

TOTAL THIS PAGE: $ 3,450.00
(Enter here and on Page BF-25)

* The quantities have been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the quantities to differ from the estimates. The Authority has no obligation to request any number of quantities or to require the use of any particular quantity. Bids will be evaluated based on the Total Five (5) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the Unit Price provided in the successful Bidder's Bid for the quantities actually requested by the Authority and provided by the Contractor.

BID PRICES
OFFSITE RECORDS STORAGE SERVICES

YEAR 4 (Continued)

Services	Estimated Quantity*	(x)	Rate	Unit of Measure*	(=)	Annual ($)
ADMINISTRATIVE SERVICES						
Copy Service	5	(x)	$ 0.20	Impression	(=)	$ 1.00
Facsimile Transmission / email	10	(x)	$ 0.30	Page	(=)	$ 3.00
Research	5	(x)	$ 17.50	Hour	(=)	$ 87.50
DESTRUCTION, CERTIFIED						
Standard Records Box (Includes Retrieval Fee)	1,500	(x)	$ 3.00	Box	(=)	$ 4,500.00

TOTAL THIS PAGE: $ 4,591.50
(Enter here and on Page BF-25)

* The quantities have been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the quantities to differ from the estimates. The Authority has no obligation to request any number of quantities or to require the use of any particular quantity. Bids will be evaluated based on the Total Five (5) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the Unit Price provided in the successful Bidder's Bid for the quantities actually requested by the Authority and provided by the Contractor.

(REVISED PER ADDENDUM NO. 2) \ VO

BID PRICES
OFFSITE RECORDS STORAGE SERVICES

YEAR 5

Services	Estimated Quantity*	(x)	Unit Price	Unit of Measure	(=)	Annual ($)
Indexing	1550	(x)	$ 0.35	occurrence	(=)	$ 542.50
Retrieval (Including Permanent Withdrawal)	2050	(x)	$ 1.95	occurrence	(=)	$ 3,997.50
Refiling	1100	(x)	$ 1.95	occurrence	(=)	$ 2,145.00

	Estimated Qty*	(x)	Unit Price	(x)	Estimated Frequency*	(=)	Annual ($)
STORAGE BOXES							
Standard Archival Box	15,000	(x)	$ 0.16	(x)	12	(=)	$ 28,800.00
Building Plans Box	60	(x)	$ 0.31	(x)	12	(=)	$ 223.20
X-Ray Box	2	(x)	$ 0.24	(x)	12	(=)	$ 5.76
Micro-Media Box (small)	1	(x)	$ 0.149	(x)	12	(=)	$ 1.79
Micro-Media Box (large)	1	(x)	$ 0.149	(x)	12	(=)	$ 1.79
Security Vault Storage and Climate Control Box for microfilm boxes	80	(x)	$ 0.20	(x)	12	(=)	$ 2.40

TOTAL THIS PAGE: $ 35,719.94
(Enter here and on Page BF-25)

* The quantities and frequencies have been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the quantities and frequencies to differ from the estimates. The Authority has no obligation to request any number of quantities or frequencies or to require the use of any particular quantity or frequency. Bids will be evaluated based on the Total Five (5) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the Unit Price provided in the successful Bidder's Bid for the quantities and frequencies actually requested by the Authority and satisfactorily provided by the Contractor.

BID PRICES
OFFSITE RECORDS STORAGE SERVICES

YEAR 5 (Continued)

Services	Estimated Quantity*	(x)	Unit Price	Unit of Measure	(=)	Annual ($)
Delivery/Pickup						
Normal Delivery and/or Pickup of 5 or less files, boxes, containers	160	(x)	$ 15.00	Request	(=)	$ 2,400.00
Normal Delivery and/or Pickup of more than 5 files, boxes, containers	20	(x)	$ 0.00	Per file or box	(=)	$ 0.00
Urgent Delivery and/or Pickup of 5 or less files, boxes, containers	25	(x)	$ 35.00	Request	(=)	$ 875.00
Urgent Delivery and/or Pickup of more than 5 files, boxes, containers	10	(x)	$ 0.00	Per file or box	(=)	$ 0.00
Rush Delivery and/or Pickup of 5 or less files, boxes, containers	2	(x)	$ 50.00	Request	(=)	$ 100.00
Rush Delivery and/or Pickup of more than 5 files, boxes, containers	1	(x)	$ 0.00	Per file or box	(=)	$ 0.00
Non-Standard Work Hours Delivery	1	(x)	$ 75.00	Request	(=)	$ 75.00

TOTAL THIS PAGE: $ 3,450.00
(Enter here and on Page BF-25)

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BID PRICES
OFFSITE RECORDS STORAGE SERVICES

YEAR 5 (Continued)

Services	Estimated Quantity*	(x)	Rate	Unit of Measure*	(=)	Annual ($)
ADMINISTRATIVE SERVICES						
Copy Service	5	(x)	$ 0.20	Impression	(=)	$ 1.00
Facsimile Transmission / email	10	(x)	$ 0.30	Page	(=)	$ 3.00
Research	5	(x)	$ 17.50	Hour	(=)	$ 87.50
DESTRUCTION, CERTIFIED						
Standard Records Box (Includes Retrieval Fee)	1,500	(x)	$ 3.00	Box	(=)	$ 4,500.00

END OF CONTRACT TRANSFER OF DOCUMENT

Total all inclusive price to prepare end of contract transfer of 15,000 boxes $ 105,000.00

TOTAL THIS PAGE: $ 109,591.50
(Enter here and on Page BF-25)

* The quantities have been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the quantities to differ from the estimates. The Authority has no obligation to request any number of quantities or to require the use of any particular quantity. Bids will be evaluated based on the Total Five (5) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the Unit Price provided in the successful Bidder's Bid for the quantities actually requested by the Authority and provided by the Contractor.

BIDDER: VRC Companies LLC

BID FORM
OFFSITE RECORDS STORAGE SERVICES

BID PRICES	TOTAL
Total for Page BF-10	$ 35,719.94
Total for Page BF-11	$ 3,450.00
Total for Page BF-12	$ 4,591.50
TOTAL YEAR 1 BID PRICE	$ 43,761.44 (Enter here and on Page 26)
Total for Page BF-13	$ 35,719.94
Total for Page BF-14	$ 3,450.00
Total for Page BF-15	$ 4,591.50
TOTAL YEAR 2 BID PRICE	$ 43,761.44 (Enter here and on Page 26)
Total for Page BF-16	$ 35,719.94
Total for Page BF-17	$ 3,450.00
Total for Page BF-18	$ 4,591.50
TOTAL YEAR 3 BID PRICE	$ 43,761.44 (Enter here and on Page 26)
Total for Page BF-19	$ 35,719.94
Total for Page BF-20	$ 3,450.00
Total for Page BF-21	$ 4,591.50
TOTAL YEAR 4 BID PRICE	$ 43,761.44 (Enter here and on Page 26)
Total for Page BF-22	$ 35,719.94
Total for Page BF-23	$ 3,450.00
Total for Page BF-24	$ 109,591.50
TOTAL YEAR 5 BID PRICE	$ 148,761.44 (Enter here and on Page 26)

BIDDER: VRC Companies LLC

BID FORM
OFFSITE RECORDS STORAGE SERVICES

TOTAL YEAR 1 BID PRICE	$ 43,761.44
TOTAL YEAR 2 BID PRICE	$ 43,761.44
TOTAL YEAR 3 BID PRICE	$ 43,761.44
TOTAL YEAR 4 BID PRICE	$ 43,761.44
TOTAL YEAR 5 BID PRICE	$ 148,761.44

TOTAL FIVE (5) YEAR BID PRICE: $ 323,807.20
(Enter here and on Page BF-3)

BIDDER: VRC Companies LLC

* * * * * * * END OF BID FORM * * * * * * *

CONTRACT

THIS AGREEMENT made and entered into effective as of the 3 day of November, 2020, 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 **VITAL RECORDS HOLDINGS, LLC D/B/A VITAL RECORDS CONTROL**, 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 all all labor, supervision, materials, supplies, equipment, transportation, submissions, and all other items necessary or proper for, or incidental to, performing its obligations under Purchasing Bid 08-20, Offsite Records Storage Services, at the Orlando International Airport and Orlando Executive Airport, in accordance with the Contract Documents which consist of the Contract, Bid Forms, the Instructions to Bidders, any Addenda issued prior to the execution of the Contract, the General Conditions, the Specifications, and the Invitation for Bids, each of which are incorporated herein by this reference.

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.

(REVISED PER ADDENDUM NO. 1)

(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, or Chief Executive Officer, 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.

"AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

By: Phillip N Brown
Phillip N Brown
Nov 3 2020 10:12 AM

Its: Chief Executive Officer

Attest:

Secretary

Approved as to Form and Legality
this 2nd day of November, 20 20

NELSON MULLINS BROAD AND CASSEL

By

Greater Orlando Aviation Authority

"CONTRACTOR"

Vital Records Holdings, LLC dba Vital Records Control
(Name of Contractor)

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

Its: Chief Executive Officer
(Title)

Danny Palo
Name of Owner or General Partner Printed or Typed

WITNESSED BY:

HORST KANNENWISCHER
VP- SALES & DEVELOPMENT

(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, or Chief Executive Officer, attested by its Secretary or Assistant Secretary, and the said Contractor has caused this Contract to be executed in its name by ____________________,its ____________________, attested by ____________________, 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

[Official Seal]

By:________________________________

Its:________________________________

Attest:

____
Secretary

"CONTRACTOR"

____
(Name of Contractor)

[Corporate Seal]

By:________________________________
(Signature of Officer)

Its:________________________________
(Title)

____
Name of Officer Printed or Typed

Attest:

____
Secretary

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS that______________________________________ ____, hereinafter called Principal, and ____, a corporation organized under the laws of the State of ________________________ and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Authority, in the Penal Sum of **Thirty Five Thousand Dollars ($35,000.00)**, for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement entered into a Contract with Authority for Purchasing Bid 08-20, Offsite Records Storage Services, at Orlando International Airport and Orlando Executive Airport, in accordance with the Contract Documents which are incorporated therein by reference and made a part thereof, and which collectively are herein referred to as the Contract.

WHEREAS, Surety is authorized to do business in the State of Florida.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs each of its obligations under said Contract, including, but not limited to, any warranty provisions, in the time and manner prescribed in the Contract; and

2. Pays Authority all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of Principal, or latent defects in the goods or services furnished by Principal), expenses, costs and attorneys' fees including any attorney's fees, costs, and expenses for and in connection with all trial and appellate proceedings, that Authority sustains resulting directly or indirectly from any breach or default by Principal under the Contract; and

3. Pays Authority all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services) including any attorney's fees, costs, and expenses for and in connection with all trial, appellate and bankruptcy proceedings, that the Authority sustains resulting directly and indirectly from conduct of the Principal, including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other person or entity for whom the Principal is responsible, then this bond is void; otherwise it remains in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants or conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Authority for all such loss or damage (including, but not limited to, all reasonable attorneys' fees and other legal and court costs) resulting from or in connection with any failure to perform up to the amount of the Penal Sum.

In the event the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Authority harmless from any and all loss, damage, cost and expense, including, but not limited to, reasonable attorneys' fees and other legal and court costs, including any attorney's fees, costs, and expenses for all trial, appellate and bankruptcy proceedings, resulting directly or indirectly from or in connection with the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Authority's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Authority and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Authority to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Authority or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

The institution of suit upon this Bond is subject to the limitations period in accordance with Section 95.11, Florida Statutes.

Any changes in or under the Contract Documents (which include, but are not limited to, the Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligation under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall be increased or the term of this bond extended in accordance with any amendments or other modifications to the Contract Documents entered into by Authority and Principal.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the _____ day of ___________________, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

____
Principal (Name of Contractor)

______________________________ By:______________________________
Witness (Signature)

______________________________ Its:______________________________
Witness (Title)

(Seal)

____
Name of Surety

______________________________ By:______________________________
Witness (Signature)

______________________________ Its:______________________________
Witness (Title)

Address:______________________________

____

Telephone No.:______________________________

Fax No.:______________________________

E-Mail Address:______________________________

____
(Countersignature by
Florida Licensed Agent)

NOTE: If Principal and Surety are corporations, the respective corporate seal should be affixed and attached.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

IMPORTANT: Surety companies executing bonds must meet the requirements set forth in Section 6.7 of the Contract's General Conditions.

OATH OF SECRETARY

GREATER ORLANDO AVIATION AUTHORITY

I, ____, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and/or Payment Bonds; that ________________________ who signed the said Bond(s) on behalf of the Principal was then _______________________ of said corporation and was authorized by the corporation to sign the Bond(s) on its behalf; that I know (his, her) signature, and (his, her) signature thereto is genuine, and that said Bonds was/were duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

____
Secretary

(Corporate Seal)

Attach a copy of the Authority's form of Certificate of Insurance or a copy of Declarations Page(s) from Insurance Policy and/or Policy Binder indicating that Contractor has obtained all insurance required by the Contract Documents.

Regions Bank
Joe Chando
6200 Poplar Avenue 3rd Floor
Memphis, TN 38119
(901) 580-5457

REGIONS

October 29, 2020

Re: Irrevocable Standby Letter of Credit No: 55109648

Expiration Date: 9/15/2021

Aggregate Amount: $35,000.00 USD

Beneficiary:
Greater Orlando Aviation Authority
One Jeff Fuqua Boulevard
Orlando, FL 32827-4399

Dear Greater Orlando Aviation Authority,

Regions Bank hereby agrees to add Vital Records Holdings, LLC D/B/A Vital Records Control as a Co-Applicant to the enclosed letter of credit.

The Letter of Credit will be amended to this effect.

Joe Chando/Vice President
Regions Bank
Commercial Banking

REGIONS®

201 MILAN PARKWAY, 1ST FLOOR, BIRMINGHAM, AL 35211.
S.W.I.F.T. UPNBUS44XXX
PHONE (866)828-6928 FAX (205)420-6019

DATE: 09/16/2020

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 55109648

EXPIRY DATE: 09/15/2021

AGGREGATE AMOUNT: $35,000.00 USD

BENEFICIARY:
GREATER ORLANDO AVIATION AUTHORITY
ONE JEFF FUQUA BOULEVARD
ORLANDO, FL 32827-4399

APPLICANT:
VRC COMPANIES, LLC
5400 MELTECH BOULEVARD STE 101
MEMPHIS, TN 38118

DEAR SIR OR MADAM:

ON BEHALF OF VRC COMPANIES, LLC (THE "COMPANY"), WE HEREBY ISSUE THIS IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR UP TO THE AGGREGATE AMOUNT STATED ABOVE, AVAILABLE BY ONE OR MORE SIGHT DRAFTS DRAWN BY YOU ON US.

EACH DRAFT HEREUNDER MUST STATE "DRAWN ON REGIONS BANK IRREVOCABLE LETTER OF CREDIT NO. 55109648, DATED 09/16/2020," AND MUST BE ACCOMPANIED BY A STATEMENT IN THE FORM ATTACHED HERETO AS EXHIBIT A (WHICH IS INCORPORATED IN THIS LETTER OF CREDIT BY THIS REFERENCE). SUCH STATEMENT MUST BE SIGNED BY THE CHIEF EXECUTIVE DIRECTOR OF THE GREATER ORLANDO AVIATION AUTHORITY (THE "AUTHORITY"), OR DESIGNEE, AND MUST PROVIDE THE FOLLOWING:

A. CERTIFICATION THAT THE COMPANY HAS FAILED TO FAITHFULLY PERFORM ONE OR MORE OF ITS OBLIGATIONS TO THE AUTHORITY UNDER THAT CERTAIN CONTRACT 08-20, OFFSITE RECORDS STORAGE SERVICES, AT ORLANDO INTERNATIONAL AIRPORT AND ORLANDO EXECUTIVE AIRPORT, AS SUCH MAY BE AMENDED FROM TIME TO TIME, BY AND BETWEEN THE COMPANY AND THE AUTHORITY (THE "AGREEMENT"); AND

B. CERTIFICATION OF THE AMOUNT OF DAMAGES OR EXPENSES WHICH, IN HIS BELIEF OR DETERMINATION, THE AUTHORITY HAS SUFFERED OR INCURRED, OR IS LIKELY TO SUFFER OR INCUR, AS A RESULT OF SUCH FAILURE BY THE COMPANY; OR

C. CERTIFICATION (1) THAT THE COMPANY HAS FAILED TO PROVIDE TO THE AUTHORITY AN ACCEPTABLE SURETY BOND OR STANDBY LETTER OF CREDIT TO REPLACE THIS LETTER OF CREDIT, ON OR BEFORE THE DATE THE SAME WAS DUE UNDER THE TERMS OF THE AGREEMENT IN ACCORDANCE WITH SUCH TERMS, AND (2) CERTIFICATION OF THE AMOUNT OF THE REQUIRED REPLACEMENT SURETY BOND OR LETTER OF CREDIT.

ADDITIONALLY, EACH DRAFT DRAWN HEREUNDER SHALL BE PAID FROM THE FUNDS OF REGIONS BANK. IF A DRAWING IS MADE BY YOU HEREUNDER AT OR PRIOR TO 11:00 A.M. LOCAL TIME, ON A BUSINESS DAY, PAYMENT SHALL BE MADE TO YOU OR TO YOUR DESIGNEE OF THE AMOUNT SPECIFIED AT OUR BRANCH WHERE SUCH DRAWING IS MADE, IN IMMEDIATELY AVAILABLE FUNDS, NOT LATER THAN 3:00 P.M., SUCH LOCAL TIME, ON THE SAME BUSINESS DAY OR SUCH LATER TIME AND BUSINESS DAY AS YOU MAY SPECIFY. IF A DRAWING IS MADE BY YOU AFTER 11:00 A.M., SUCH LOCAL TIME, ON A BUSINESS DAY, PAYMENT SHALL BE MADE TO YOU OR YOUR DESIGNEE OF THE AMOUNT SPECIFIED, IN IMMEDIATELY AVAILABLE FUNDS, NOT LATER THAN 3:00 P.M., SUCH LOCAL TIME, ON THE NEXT BUSINESS DAY THEREAFTER, OR SUCH LATER TIME AND BUSINESS DAY AS YOU MAY SPECIFY.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REV.), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600, EXCEPT THAT, NOTWITHSTANDING THE PROVISIONS OF ARTICLE 36 THEREOF TO THE CONTRARY, IF THIS LETTER OF CREDIT WOULD HAVE OTHERWISE EXPIRED BY ITS TERMS DURING A PERIOD WHEN OUR BUSINESS HAS BEEN INTERRUPTED BY ACTS OF GOD OR OTHER CAUSES BEYOND OUR CONTROL, OUR OBLIGATIONS HEREUNDER SHALL CONTINUE FOR THIRTY (30) DAYS FOLLOWING THE DATE OF OUR RESUMPTION OF NORMAL BUSINESS OPERATIONS. AS TO ANY MATTERS THAT MAY NOT BE GOVERNED BY THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, INCLUDING WITHOUT LIMITATION THE UNIFORM COMMERICAL CODE AS IN EFFECT IN THE STATE OF FLORIDA.

WE HEREBY ENGAGE WITH YOU THAT ALL DRAFTS DRAWN HEREUNDER IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED UPON PRESENTATION TO US AS PROVIDED HEREIN.

REGIONS BANK,

Nadia Gorham

NADIA GORHAM
AUTHORIZED SIGNATURE

EXHIBIT A

GREATER ORLANDO AVIATION AUTHORITY
STATEMENT FORM

TO: REGIONS BANK, 201 MILAN PARKWAY, 1ST FLOOR, BIRMINGHAM, AL 35211

DATE: ______________________________

RE: VRC COMPANIES, LLC

IRREVOCABLE LETTER OF CREDIT NUMBER: 55109648

THE UNDERSIGNED, WHO IS THE CHIEF EXECUTIVE OFFICER OF THE GREATER ORLANDO AVIATION AUTHORITY (THE "AUTHORITY"), OR THE DULY AUTHORIZED DESIGNEE OF SAME, HEREBY CERTIFIES TO REGIONS BANK THAT [A, AND EITHER B OR C ARE REQUIRED]:

A. VRC COMPANIES, LLC (THE "COMPANY") HAS FAILED TO FAITHFULLY PERFORM ONE OR MORE OF ITS OBLIGATIONS TO THE AUTHORITY UNDER THAT CERTAIN CONTRACT 08-20, OFFSITE RECORDS STORAGE SERVICES, AT ORLANDO INTERNATIONAL AIRPORT AND ORLANDO EXECUTIVE AIRPORT, BY AND BETWEEN THE COMPANY AND THE AUTHORITY (THE "AGREEMENT").

B. IN THE BELIEF OR DETERMINATION OF THE UNDERSIGNED, THE AMOUNT OF DAMAGES OR EXPENSES WHICH THE AUTHORITY HAS SUFFERED OR INCURRED OR IS LIKELY TO SUFFER OR INCUR, AS A RESULT OF SUCH FAILURE BY THE COMPANY TOTALS $______________________________; OR

C. THE COMPANY HAS FAILED TO PROVIDE THE AUTHORITY WITH AN ACCEPTABLE REPLACEMENT SURETY BOND OR STAND-BY LETTER OF CREDIT ON OR BEFORE THE DATE THE SAME WAS DUE UNDER THE TERMS OF THE AGREEMENT IN ACCORDANCE WITH SUCH TERMS, AND THAT THE AMOUNT OF THE REQUIRED REPLACEMENT BOND OR LETTER OF CREDIT IS $____________________________________.

DATED THIS _____ DAY OF ________________________, 20____.

GREATER ORLANDO AVIATION AUTHORITY

BY: ___________________________

TITLE: _________________________

ACORD CERTIFICATE OF LIABILITY INSURANCE

7/1/2021 DATE (MM/DD/YYYY) 7/15/2020

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 LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1431734 Vital Records Holdings, LLC. DBA Vital Records Control 1702 Boice Pond Rd., Ste. 300 Orlando FL 32837	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Co of Hartford	20478
INSURER B : The Continental Insurance Company	35289
INSURER C : American Casualty Company of Reading, PA	20427
INSURER D : National Union Fire Ins Co Pitts. PA	19445
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: 16862285 REVISION NUMBER: XXXXXXX

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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	6046431608	7/1/2020	7/1/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	6046431611	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B D	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $ 10,000	Y	Y	6046431639 026245681	7/1/2020 7/1/2020	7/1/2021 7/1/2021	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	6046431625	7/1/2020	7/1/2021	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER	CANCELLATION See Attachment
16862285 Greater Orlando Aviation Authority One Jeff Fuqua Blvd. Orlando FL 32827-4399	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 J. F. Kelly

All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

All policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

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

GENERAL CONDITIONS

1. SCOPE OF WORK:

   This Contract will be to furnish all labor, supervision, materials, supplies, equipment, transportation, submission and all other items necessary or proper for, or incidental to, performing offsite records storage services at the Orlando International Airport ("OIA") and Orlando Executive Airport ("OEA") in accordance with the Contract Documents. All work shall be performed in accordance with the Specifications attached hereto.

2. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES:

   2.1 The Authority shall pay the Contractor, subject to authorized deductions, the Unit Prices and Rates, as applicable, set forth in the Bid Form on Pages BF-10 through BF-24 for each item of service authorized by the Authority and actually performed by Contractor to the satisfaction of Authority as required by the Specification.

   2.2 The Contractor shall invoice the Authority by the tenth of each month following a month in which Contractor performed approved offsite records storage services during the prior month. The Contractor's invoice shall generally describe the service rendered, date and time rendered, department name, the requestor, delivery/pick-up location, number of boxes, and shall contain such other information and is accompanied by such supporting documents and materials as the Authority shall reasonably request.

   2.3 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.

   2.4 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 party and the cost of providing the remedial services shall be deducted from the Contractor's invoice.

   2.5 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.

   2.6 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.

2.7 The Contractor shall submit all invoices to: Greater Orlando Aviation Authority, Finance Manager, P.O. Box 620125, Orlando, Florida 32862-0125.

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 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 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

(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 <u>Self-Insured Retention and Deductibles</u>. 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 Chief Executive Officer. 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 <u>Additional Insured Endorsement</u>. 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.** Not applicable.

5.7.4 **Garage Liability Insurance.** Not applicable.

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 6.8 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 Chief Executive Officer 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 Chief Executive Officer with respect thereto.

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

6.1 Prior to Authority's execution of the Contract and within ten (10) business days of the award, the Contractor shall furnish to Authority a Performance Bond, and a Payment Bond if required by these Bid or Proposal Documents, completed on the Authority's forms provided in the Contract Documents. Such Performance Bond shall be current and in compliance at all times during the initial term of the Contract in a penal sum equal to **Thirty Five Thousand Dollars ($35,000.00)**.

6.2 The Contractor may elect to provide Authority, in lieu of the required Performance Bond (but not the Payment Bond if required by general law), a letter of credit in an amount equal to **Thirty Five Thousand Dollars ($35,000.00)**, and issued on Authority's form of irrevocable standby letter of credit ("Letter of Credit"). The Contractor shall provide

Authority with a Letter of Credit that remains in effect for at least one year after the expiration or earlier termination of the term of the Contract including any renewal or other extended term. If the Contractor fails to perform any obligation required of it under the terms of the Contract including, but not limited to, providing Authority with an acceptable renewal or replacement letter of credit within the required time limits, the Authority shall be entitled, in addition to any other remedies, to draw the full amount of the funds available under any Letter of Credit provided by Contractor to Authority and to hold such funds until such time as the Authority in its discretion shall determine the amount of damages, costs and expenses owing to it from the Contractor. The Authority shall retain from such funds an amount equal to its actual or anticipated damages, costs and expenses, and shall thereafter return the remaining amount of the funds, if any, to the Contractor.

6.3 Prior to the commencement of any renewal or extended term of the Contract, Contractor, at it own expense, shall provide to the Authority an acceptable renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit that complies with the requirements of this Section 6.

6.4 Except as provided in this Section 6.4, the Authority will not accept any change or modification to the forms of Performance Bond or Letter of Credit attached to these Bid Documents. The sole change to the forms of Performance Bond and Letter of Credit that the Authority will accept is that the Contractor may provide a Performance Bond or a Letter of Credit that is for a period of less than the full initial term of the Contract but which still has an effective term of not less than twelve (12) months. If the Contractor provides Authority an acceptable Performance Bond or Letter of Credit which has an effective period less than the full initial term of the Contract, the Contractor shall, at least sixty (60) calendar days prior to the date on which the then current Performance Bond or Letter of Credit expires, provide a renewal or replacement Performance Bond or Letter of Credit that complies with the requirements of the Contract. The Authority shall release any existing Letter of Credit provided by the Contractor upon the Authority's receipt and approval of a renewal or replacement Letter of Credit that complies with the requirements of this Contract.

6.5 If the Contractor is required to provide any renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit (collectively, the "Replacement"), Contractor shall calculate the penal sum/amount (the "Amount") of any such Replacement as follows:

6.5.1 If the Replacement is provided in connection with the expiration of an existing Performance Bond or Letter of Credit prior to expiration of the initial term of the Contract but not in connection with an amendment to the Contract where the compensation to be paid to Contractor is increased, the Replacement shall be in an Amount equal to the Amount of the then current Performance Bond or Letter of Credit.

6.5.2 If the Replacement is provided in connection with an amendment of the Contract where the compensation to be paid to the Contractor during the period covered by the then current Performance Bond or Letter of Credit is increased for any reason, the Replacement shall be in an Amount equal to the Amount of the then current Performance Bond or Letter of Credit plus an amount that bears the same ratio to the increased compensation to be paid to the Contractor that the Amount of the then current Performance Bond or Letter of Credit bears to the total compensation to be paid to the Contractor prior to such amendment to the Contract.

6.5.3 If the Replacement is provided in connection with the renewal or extension of the Contract and the required Amount of the Performance Bond or Letter of Credit for the initial term of the Contract is stated as a fixed Amount, the Replacement shall be in an Amount equal to the lesser of either (i) the Amount required during the initial term of the Contract; or (ii) an Amount that bears the same ratio to the total estimated compensation to be paid to the Contractor during the renewal term that the Amount required during the initial term of the Contract bore to the total estimated compensation to be paid to the Contractor during the initial term of the Contract.

6.5.4 If the Replacement is provided in connection with the renewal or extension of the Contract and the required Amount of the Performance Bond or Letter of Credit for the initial term of the Contract is stated as a fraction or percentage of the Contract price, the Replacement shall be in an Amount equal to the same annualized percentage of the total estimated compensation (including any reimbursable expenses) to be paid to the Contractor during the renewal term (i.e., if the initial Performance Bond or Letter of Credit is 1/6 of the total three year Contract cost, then the Replacement will be one-half of the total estimated compensation to be paid to the Contractor during the renewal year).

6.6 Failure to timely submit an acceptable Performance Bond or Letter of Credit prior to commencement of the Contract in addition to all other rights available to the Authority under law, shall give the Authority the right to withdraw the Notice of Intent to Award, without the need for providing the Contractor advance notice or the opportunity to cure. Failure to timely submit any required renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit that meets the requirements of this Section 6 constitutes a default under the terms of this Contract and, in addition to all other rights available to the Authority under law, shall give the Authority the right to immediately terminate the Contract without providing the Contractor advance notice or the opportunity to cure. In connection with any such default, the Authority shall have the right to claim against the Contractor’s then current Performance Bond or Letter of Credit for all of Authority’s losses, costs, damages or expenses. The provision of this Paragraph shall survive the expiration or earlier termination of the Contract.

6.7 Surety Bonds delivered to Authority in satisfaction of any requirement under this Contract must meet the following criteria:

6.7.1 Bid Bonds provided to the Authority in connection with Contracts shall be duly issued by an insurer or corporate surety (a) on a bond form provided by Authority, or on a form substantially the same as Authority's form; b) obligating the surety for at least ninety (90) days following the date on which Bids are publicly opened; and (c) by an insurer or corporate surety that is authorized to conduct insurance business in the State of Florida.

6.7.2 Performance and Payment Bonds provided to the Authority in connection with contracts having a value of $500,000.00 or less shall be duly issued by an insurer or corporate surety which:

6.7.2.1 Is authorized to conduct insurance business in the State of Florida;

6.7.2.2 Currently holds a certificate of authority authorizing it to write surety bonds in the State of Florida; and

6.7.2.3 Is otherwise in compliance with the provisions of the Florida Insurance Code.

6.7.3 Performance and Payment Bonds provided to the Authority in connection with Contracts having a value in excess of $500,000.00 shall be duly issued by an insurer or corporate surety which:

6.7.3.1 Is authorized to conduct insurance business in the State of Florida;

6.7.3.2 Holds a currently valid certificate of authority by the U.S. Department of Treasury pursuant to 31 U.S.C. ss 9304-9308; and

6.7.3.3 Has no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of Best's Insurance Reports.

6.7.3.4 Notwithstanding the provisions of (c) above, an insurer or corporate surety which is not rated by Best's Insurance Reports may be accepted by Authority, but only if approved by Authority's Risk Manager and Department Director following a review or investigation of the insurance company's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, of the insurance company's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, liquidity and such other factors as the Authority's Risk Manager may deem appropriate.

6.8 Liability Insurance Companies furnishing insurance coverages required by these General Conditions shall (a) be currently licensed to conduct insurance business 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 Best's Insurance Reports.

6.9 In the event that Authority requests Contractor to purchase materials or as a condition to approval of a subcontractor in accordance with Section 8 of the General Conditions, the Authority shall have the right to require Contractor to provide a payment bond in accordance with Section 255.05, Florida Statutes.

6.10 Letters of Credit shall be issued by a bank with an office located in the State of Florida and reasonably acceptable to the Authority's Chief Executive Officer.

6.11 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 a "A-" Financial Rating and a Financial Size Category of "Class VIII" or higher than the Authority's Chief Executive Officer 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 Bid. 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 Chief Executive Officer. 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 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. <u>DEFAULT AND TERMINATION</u>:

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;or

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 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 Chief Executive Officer 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 Chief Executive Officer may from time to time actually delegate to such person, but in no event 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 Bid. 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 Chief Executive Officer, 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: Chief Executive Officer
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:

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 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. <u>TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES</u>:

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;

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. <u>FEDERAL FAIR LABOR STANDARDS ACT</u>:

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. <u>OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970</u>:

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. <u>WHISTLE BLOWER REPORTING LINE</u>:

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 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 Bid 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 Bid Forms, the Instructions to Bidders, the Invitation for Bids, 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 Bid Forms, (v) the Instructions to Bidders, (vi) the Specifications, and (vii) the Invitation.

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.

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 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 Chief Executive Officer 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 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 Chief Executive Officer may require Contractor and subcontractors to provide other records the Chief Executive Officer, 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 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 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 Bid 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 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.

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

SPECIFICATION FOR
OFFSITE RECORDS STORAGE SERVICES

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SPECIFICATION

PART ONE - GENERAL

1.1 SCOPE OF WORK:

The Contractor shall provide all labor, supervision, materials, supplies, equipment, transportation, submissions, and all other items necessary or proper for, or incidental to, performing offsite records storage services at the Orlando International Airport ("OIA") and Orlando Executive Airport ("OEA") in accordance with this Specification.

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 manage its business in adherence to and promote the principles and guidelines of Professional Records and Information Services Management, International (PRISM) and Records Storage Guidelines for Archives and Historical Records Repositories, January 1996, from the Florida Department of State.

1.2.4 Contractor shall comply with Florida Statute, Chapter 119, Public Records; Florida Statute, Chapter 257, Public Libraries and State Archives; and Florida Administrative Code, Chapter IB-26, Records Management – Standards and Requirements.

1.3 WORK HOURS:

Contractor shall normally perform work during Standard Work Hours which are between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding Authority's observed holidays. The Authority may require the Contractor to perform work during Non-standard Work Hours, which are between 5:01 p.m. and 7:59 a.m.

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 remove from providing service for this Contract, 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 and Orlando Executive 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.

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.

1.5 IDENTIFICATION AND ACCESS REQUIREMENT:

Not Applicable.

1.6 ITEMS PROVIDED BY THE AUTHORITY:

Not Applicable.

1.7 WARRANTY:

The Contractor warrants all reasonable precautions will be taken to prevent damage to any of the Authority's records. Damage includes but is not limited to damage from fire, flood waters, mold, dirt, humidity, structural or equipment leaks, and insects.

1.8 TOOLS AND EQUIPMENT:

The Contractor shall provide all necessary tools, equipment, computer systems, vaults, shelving, accessories, consumables and facilities required for the performance of the work specified herein.

1.9 QUALITY ASSURANCE:

1.9.1 Contractor's Facility shall be within fifty (50) miles of Orlando International Airport as measured from the main terminal building.

1.9.2 The Contractor shall be responsible for the safe keeping and protection of all stored boxes and their contents. Contractor shall maintain facility requirements as specified herein. Contractor shall notify the AAR within one (1) business day of any facility or security degradation or emergency that affects or could potentially affect the Authority's stored boxes, and will take immediate steps to remedy such problem at no cost to the Authority and to meet the terms of this Specification.

1.9.3 The storage facility shall be a freestanding structure. The structure shall not be immediately adjacent to other building(s) that store the following items: tanks or storage facilities that in the course of their business, store, produce or dispense saw dust, lumber, firearms, ammunition, flammables and/or other combustible substances.

1.9.4 The storage facility shall be within a designated security area, providing at a minimum,

1.9.4.1 Limited access,

1.9.4.2 Automatic fire suppression system within the storage area,

1.9.4.3 Climate control (thermostatically controlled for temperature and humidity),

1.9.4.4 Pest-control, and

1.9.4.5 Security and/or monitoring twenty-four (24) hours a day, seven (7) days a week.

1.10 CONTACT/COMMUNICATION CHANGES:

The Contractor shall provide written notice to the AAR at least two (2) weeks before any change occurs to the Contractor's point of contact and/or any change to the after hours communications system and applicable phone numbers. If an unexpected change occurs the Contractor shall notify the AAR immediately.

PART TWO - PRODUCTS

2.1 MATERIALS:

2.1.1 The Contractor shall furnish all documentation and forms necessary for providing Offsite Records Storage Services.

2.1.2 Inventory and pickup forms will have "fill-in the blank spaces", where documentation can be easily supplied regarding boxes/containers for the Contractor to pickup and/or deliver. The forms supplied by the Contractor shall have at a minimum the following headings:

2.1.2.1 Customer Name,

2.1.2.2 Department,

2.1.2.3 Prepared By,

2.1.2.4 Date Prepared,

2.1.2.5 Page Number,

2.1.2.6 Bar Code Label,

2.1.2.7 Description of Records,

2.1.2.8 A Start Month/Day/Year (date data stored), and

2.1.2.9 An End Month/Day/Year (date of anticipated destruction subject to Authority direction and approval).

2.1.3 A vendor on-line transmittal form may be used in place of a paper form.

PART THREE - EXECUTION

3.1 PERFORMANCE REQUIREMENTS:

3.1.1 Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract specifications, industry standards and manufacturers' specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Authority.

3.1.2 Any work required beyond that which is specified herein shall be reported in advance to the AAR. At no time shall work beyond the scope be performed without prior written authorization from the AAR.

3.1.3 Contractor shall notify the Authority in writing a minimum of thirty (30) days prior to making changes in location.

3.2 STORAGE/ACCOUNTABILITY:

3.2.1 The Contractor shall provide the facility and all documentation for the storage and accountability of Authority boxes.

3.2.2 All Authority boxes will be individually marked and tagged by Contractor-provided bar code labels, prior to pick up by Contractor.

3.2.3 Contractor shall repair, including but not limited to, replacement and/or repackaging, if necessary, at the Contractor's expense any record boxes that are damaged after accepted for storage.

3.2.4 Accountability of Authority boxes shall include indexing, retrieval and re-filing (Indexing shall encompass both the marking/tagging and the initial filing of a box.) Contractor shall provide both for standard (normal) and rush retrieval and refiling of boxes.

3.2.5 Storage and accountability shall be for the following:

Item	Size
Standard Archival Boxes	13″x10.5″x16″
Building Plans Boxes	41″x33″x1″
X-Ray Boxes	6.5″x15.5″x20.5″
Micro-Media Boxes (small)	13″x10.5″x16″
Micro-Media Boxes (large)	15″x14″x5″
Secure Vault Storage and Climate Control Boxes	15″x5.5″x10″; 15.5″x5″x13″; 11.5″x5″x13″

3.2.6 The Authority shall not at any time store with the Contractor any materials that are highly flammable, explosive, toxic, radioactive, dangerous or illegal to store, or that are otherwise deemed by the Contractor to represent a hazard ("Prohibited Materials"). The Contractor reserves the right, but is not obligated to, inspect any records and may refuse to accept and/or remove and redeliver to the Authority any Prohibited Materials. The Authority shall also not store with the Contractor any negotiable instruments, jewelry, cash or other items that have intrinsic market value.

SPECIFICATIONS (Continued)

3.2.7 The Contractor shall store all Secure Vault Storage Boxes in a secure climate controlled room to include but not limited to microfilm, x-rays, compact discs, and other sensitive materials identified by the Authority.

3.3 DELIVERY, PICKUP LOCATIONS AND TIMES:

3.3.1 Delivery and Pick-up requests for all records will be authorized and initiated by Authority's Director of Board Services or Records Management Specialist. After award and if changed, the AAR will provide, by name, a list of the personnel in the previously mentioned positions. General information regarding the delivery and/or pickup will be provided by the Authority Representative(s).

3.3.2 Delivery and pickups shall be to and from any of the following, as directed by the Authority:

3.3.2.1 5850-B Cargo Road, Orlando, Florida 32827

3.3.2.2 5855 Cargo Road, Orlando, Florida 3282

3.3.2.3 8550 Casa Verde Road, Orlando, Florida 32827

3.3.2.4 8652 Casa Verde Road, Building 811, Orlando, Florida 32827

3.3.2.5 Main Terminal, as directed by the AAR, One Jeff Fuqua Boulevard, Orlando, Florida 32827

3.3.2.6 5850-A Cargo Road, Orlando, Florida 32827

3.3.2.7 Orlando Executive Airport ("OEA"), 365 Rickenbacker Drive, Orlando, Florida 32803.

3.3.2.8 The Authority reserves the right to add or remove any locations at any time during the term of the Contract. Any such changes shall be documented in writing by the AAR.

3.3.3 With any delivery, the Contractor shall supply the Authority with documentation supporting the delivery. Documentation provided shall include information essentially the same as the following:

3.3.3.1 Some type of Contractor internal tracking number,

3.3.3.2 Time and date of request for delivery,

3.3.3.3 Name of Authority Representative requesting delivery,

3.3.3.4 Authority assigned box/carton number(s), and

3.3.3.5 Authority DESCRIPTION(s) from the exterior of the box and/or the initial index and filing paperwork

3.3.4 Delivery and/or Pickup Time:

3.3.4.1 Normal delivery and/or pickup during the Authority's Standard Work Hours will be initiated by Authority telephonic/fax/E-mail, or in-person coordination with the Contractor. Requested item(s) shall be delivered to the specified location within twenty-four (24) hours of the request.

3.3.4.2 Urgent delivery and/or pickup will be initiated by Authority telephonic/fax/E-mail, or in-person coordination with the Contractor a maximum of four (4) business hours prior to the need by date and time. Requested item(s) shall be delivered to the specified location. (Example: Authority notification at 8:30 a.m., Monday (unless an Authority holiday) shall be delivered no later than 12:30 p.m., the same day or another example is Authority notification at 4:00 p.m., Friday shall be delivered no later than 11:00 a.m., the following Monday (unless an Authority holiday).

3.3.4.3 Rush delivery and/or pickup will be initiated by Authority telephonic or in-person coordination with the Contractor. Rush delivery shall be during the Authority's normal business hours. Requested item(s) shall be delivered to the specified location within two (2) business hours of the request. (Examples: Authority request at 8:00 a.m., Monday shall be delivered no later than 10:00 a.m., the same day, unless an Authority holiday or Authority request at 4:30 p.m., Friday shall be delivered no later than 9:30 a.m., the following Monday (unless an Authority holiday).

3.3.4.4 Non-Standard Work Hours delivery will be initiated by Authority telephonic or in-person coordination with the Contractor. Non-Standard delivery will be a required delivery at any time other than the Authority's normal business hours, to include Authority holidays. Requested item(s) shall be delivered to the specified location within two and one-half (2½) hours of the request. For purposes of non-standard hours, the request could be made during standard hours with delivery during non-standard hours or at any time other than standard hours. (Example: Authority request at 4:30 p.m., Tuesday with delivery required as soon as possible, but no later than 7:00 p.m., that same Tuesday or Authority request at 9:00 a.m. Saturday with delivery required as soon as possible, but no later than 11:30 a.m. that same day.)

3.4 <u>AUTHORITY'S PICK-UP AND ON-SITE SERVICES:</u>

3.4.1 Authority's personnel may choose to pick up the records on-site at the Contractor's location and shall follow the same procedure for submitting a reference request work order, but add a note in the comment box stating the Authority's intent to pick up or view the records on-site.

3.4.2 Files and/or boxes removed by authorized Authority personnel shall be documented utilizing the same form as for delivery service.

3.4.3 All services provided for pick-up and on-site services requests shall be under the normal pricing schedule.

3.5 ADMINISTRATIVE SERVICES:

3.5.1 Contractor shall provide all labor, supervision, materials, supplies, equipment and all other items associated with administrative services. Administrative services shall include:

3.5.1.1 Copy service for black and white copies up to and including eleven inches by seventeen inches (11″x17″).

3.5.1.2 Facsimile transmission of requested information and/or email.

3.5.1.3 Research of, or through, stored media.

3.6 PERMANENT WITHDRAWAL:

The Authority may have a need to permanently withdraw records from the Contractor's location. If so, the Authority shall submit a work order indicating the records to be removed. The records shall be delivered just as they are for a reference request. Items that are permanently withdrawn may not be returned for re-file in the Contractor's location and will be removed from the Authority's storage invoice. If the Authority wishes to store permanently withdrawn records in the Contractor's location at a later date, the boxes will be properly labeled as new boxes for storage. Permanent withdrawal will not incur an additional charge, only what is approved for retrieval.

3.7 RECORDS DESTRUCTION:

3.7.1 Contractor shall provide all labor, equipment and coordination for proper disposal of shredded documents, as well as certification and documentation supporting such effort, as required by the Authority and so directed by the AAR, for the destruction of Authority files and/or boxes and the papers, documentation, and film stored therein. At the discretion/direction of the AAR, the Contractor shall accomplish destruction by either the Contractor's normal disposal and/or recycling procedures or the complete destruction of the requested item(s). Contractor shall not destroy any material without written approval from the Records Management Specialist or Director of Board Services. The Authority reserves the right to have the AAR or a designee present during the actual destruction process.

3.7.2 At the request of the AAR, the Contractor shall accomplish the complete destruction of Authority stored cartons and/or the items contained therein. Complete destruction shall result in the item(s) being shredded. At the discretion of the AAR, the AAR or designee will be present during the destruction process.

3.7.3 Within two (2) business days after the actual destruction process, the Contractor shall provide the Authority with a Certification of Destruction. This Certification shall contain, at a minimum, the following information:

3.7.3.1 Date/time of destruction,

3.7.3.2 Location where destruction took place,

3.7.3.3 Name or person performing destruction,

3.7.3.4 Name of witness

3.7.3.5 Description of item destroyed, e.g., all contents and container identified as GOAA, Standard Box number 123, and

3.7.3.6 Method of destruction.

3.7.4 If the destruction services are sub-contracted, the Contractor shall have a minimum of one (1) person present during the Authority requested destruction process. The Sub-Contractor must perform destruction at the Contractor's Facility.

3.8 REPORTS:

3.8.1 Contractor shall provide an annual inventory run of all boxes in storage, retrievals and number of boxes not returned to the storage center. The listing shall be printed in font size ten (10) for legibility and include, but not be limited to:

3.8.1.1 Name of the department making request,

3.8.1.2 Authority designated department code,

3.8.1.3 Date/time of request,

3.8.1.4 Date/time of delivery, and

3.8.1.5 Name of person accepting delivery.

3.8.2 Contractor shall provide an automated inventory system.

3.8.3 Contractor shall provide a software management tool which will allow the Authority to access inventory data, work order history, and standard reports.

3.8.4 Quarterly, Contractor shall submit to the AAR a Records Disposition Request Notice. Information should include the following: customer name, department, Authority's box number, description of the records, and date the records were stored.

3.9 RECORDS AND DOCUMENTATION:

3.9.1 Unless a greater retention period is required by State or Federal law, all reports, logs and/or documentations pertaining to this Contract shall be retained by the Contractor for a period of six (6) years after the termination of the resulting Contract or longer as may be required by any renewal or extension of the Contract. During the record retention period, the Contractor agrees to furnish, when requested to do so, all documents required to be retained.

3.9.2 The Contractor shall maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Contractor further agrees to hold the Authority harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the Contractor of confidential records whether public record or not and promises to defend the Authority against the same at its expense.

3.9.3 The Contractor shall maintain all records required to be maintained pursuant to this Contract in such a manner as to be accessible by the Authority upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

3.10 TRANSITION:

Contractor shall attend transition coordination meetings to the extent necessary or appropriate to complete the transition, as determined by the Authority before and after the commencements of the Contract, and again, before and after termination of such Contract, if upon expiration or termination a new Contractor has been selected to perform the Offsite Records Storage Services.

3.11 DISASTER RECOVERY:

3.11.1 Disposition of Unrecoverable Authority's Records - The Contractor shall document those records that are lost or unsalvageable due to the effects of fire, hurricanes, or other disasters. Contractor shall record the record description, title inclusive date range, retention schedule number and quantities of each series lost or disposed of, and indicate clearly that the records were lost or destroyed due to the effects of a disaster and provide a copy to the Authority.

3.11.2 Contractor shall be responsible to restore, at no cost to the Authority, any and all records that are damaged, while under the care of the Contractor, regardless of whether the damage results from improper or negligent maintenance practices, vandalism, act of God, etc.

3.12 SAFETY AND PROTECTION:

3.12.1 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 * * * * * * *