

AMENDMENT NO. 2

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY

AND

BAGGAGE AIRLINE GUEST SERVICES, INC. (BAGS, INC.)

TO

PURCHASING CONTRACT 24-141-SGS MCO Airport Trucking & Tugging

THIS AMENDMENT NO. 2 made and entered into as of May 8, 2025 by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation Authority") and **BAGS, INC.** (hereinafter referred to as "Contractor").

W I T N E S S E T H:

WHEREAS, by Contract dated December 12, 2023, and Amendment No. 1 dated October 31, 2024, the Contractor agreed to provide Baggage Transfer Services from Terminals A & B to a Remote Screening Facility at Orlando International Airport, Orlando, Florida (the "Contract"); and

WHEREAS, the Contract extension currently expires February 28, 2025; and

WHEREAS, the Aviation Authority Board approved a 30 day extension through March 19, 2025, at the February 19, 2025 Board Meeting; and

WHEREAS, the Aviation Authority Board approved a 30 day extension through April 18, 2025, at the March 19, 2025 Board Meeting; and

WHEREAS, the Aviation Authority Board approved a 30 day extension through May 28, 2025, at the April 16, 2025 Board Meeting; and

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

- 1) **Extension of Contract.** The term of the Contract shall be and hereby is extended **through May 28, 2025.**
- 2) **Compensation.** The Aviation Authority shall pay to the Contractor during the extension term of the Contract, upon satisfactory completion of the work required by the provisions of the Contract, the Unit Prices as shown on Attachment "A-2", Fourth and Fifth Renewal Options. Compensation shall be paid pursuant to the terms and conditions of the Contract for an amount not-to-exceed \$733,000. There shall be no additional fees charged by BAGS, Inc. to the airlines participating in this program for the Services.

- 3) **Suit / Proceedings.** The Contractor agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Contract or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida, and Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.
- 4) **Public Entity Crimes Act.** The Contractor acknowledges the following notice: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount set forth in s.287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."
- 5) **Nongovernmental Entity Declaration Regarding the Use of Coercion for Labor and Services.** The Contractor acknowledges the following: Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity, as defined in section 287.138(1), Florida Statutes, to provide an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Greater Orlando Aviation Authority is a governmental entity as defined by and for purposes of section 787.06(13). Contractor shall complete the attached affidavit **"A-2" Nongovernmental Entity Declaration Regarding the Use of Coercion for Labor and Services.**
- 6) **Fees Associated with Identification Badges and Keys.** The Contractor shall pay all fees associated with identification badges and keys based on the current fee schedule at the time of issuance of identification badges and keys. The Aviation Authority shall determine the term of each badge at the time of issuance.
- Note: No personal checks or credit card payments are accepted. Companies will be assessed a set fee for each non-returned identification badge and for each non-returned key.**
- 7) **Continuing Effect of Contract Provisions.** Except as amended by this Amendment No. 2, the Contract shall continue in full force and effect in accordance with its terms and conditions.

IN WITNESS WHEREOF, the said **GREATER ORLANDO AVIATION AUTHORITY** has caused this **Amendment No. 2** to be executed in its name by its Chief Executive Officer, or authorized delegate, and the said Contractor.

**“AVIATION AUTHORITY”
GREATER ORLANDO AVIATION AUTHORITY**

By: 
By: box SIGN 4W263WW8-1R8KZZKW

Lance Lyttle CEO
Name /Title

Date: May 8, 2025

**“CONTRACTOR”
BAGGAGE AIRLINE GUEST SERVICES, INC. (BAGS, INC.)**


By: box SIGN 4Q58XLW9-1R8KZZKW

Billy Arden President
Name/Title

Date: May 1, 2025

APPROVED AS TO FORM AND LEGALITY

For the use and reliance of the Greater Orlando Aviation Authority, only.

Name of Law Firm: Nelson Mullins Riley & Scarborough LLP


By: box SIGN 1R68P9LP-1R8KZZKW Partner

Date: May 7, 2025

ATTACHMENT A-2
GREATER ORLANDO AVIATION AUTHORITY
Nongovernmental Entity Declaration Regarding
the Use of Coercion for Labor and Services

Nongovernmental Entity's Name: Baggage Airline Guest Services LLC

Nongovernmental Entity's FEIN: 99-0890822

Authorized Officer or
Representative Name and Title: Billy Arden President

Nongovernmental Entity's Address: 6751 Forum Drive Suite 200

City: Orlando State: FL ZIP: 32821

Phone Number: 407-849-0670

Email Address: barden@maketraveleasier.com

Section **787.06(13)**, Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity, as defined in section **287.138(1)**, Florida Statutes, to provide an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Greater Orlando Aviation Authority is a governmental entity as defined by and for purposes of section **787.06(13)**.

The nongovernmental entity identified above does not, pursuant to section **787.06(2)(a)**:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine, or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of section **893.03**, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

By: 

4Q58XLW9-1R8KZZKW

Authorized Officer or Representative for Nongovernmental Entity

Print Name and Title: Billy Arden President

Date: May 1, 2025