GREATER ORLANDO AVIATION AUTHORITY

INVITATION FOR BIDS

PURCHASING BID 19-20

CUSTOMER SERVICE AMBASSADORS

ORLANDO INTERNATIONAL AIRPORT

ORLANDO, FLORIDA

TABLE OF CONTENTS

GREATER ORLANDO AVIATION AUTHORITY

PURCHASING BID 19-20

CUSTOMER SERVICE AMBASSADORS

ORLANDO, FLORIDA

ADDENDUM NO. 2
TO
PURCHASING BID 19-20
CUSTOMER SERVICE AMBASSADORS
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA

January 15, 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 BF-11 through Page BF-13 with corrected Page BF-11 through Page BF-13. The third and final bullet point has been corrected.

ITEM 2: Replace Page S-4 with corrected Page S-4. Section 1.4.10 has been corrected to identify Uniforms as a Reimbursable Operating Expense.

ITEM 3: Replace Page 1 and Page BF-10 with corrected Page 1 and Page BF-10. Change the Sealed Bid opening date from 3:00 p.m., January 21, 2020 to 3:00 p.m., January 24, 2020.

ITEM 4: Question: In the Bid Form section, on Page BF-11, the last sentence of the last paragraph on the page reads, "Bids will be evaluated based on the Total Three (3) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the hourly rates provided in the successful Bidder's Bid for the hours actually requested by the Authority and satisfactorily provided by the Contractor." Where in the Bid Form does a Bidder submit the Bidder's "hourly rates"?

Answer: The reference to "hourly rates" is in error and the contract language has been corrected. See Item 1 of this Addendum.

ITEM 5: Question: In the Specifications section, on Page S-4, Section 1.4.10 states, "The Contractor shall provide and maintain identifying uniforms for the Ambassadors and Supervisors at no additional cost to the Authority." But, in the General Conditions section, on page GC-4, section 2.4.2.2 states that Uniforms are a Reimbursable Operating Expense. In the Pre-Bid Conference on Monday, January 6, 2020, a Authority representative indicated that Specifications section 1.4.10 was incorrect, and that Uniforms are a Reimbursable Operating Expense. We would just like to have this in a written addendum/correction?

Answer: Uniforms are a Reimbursable Operating Expense. See Item 2 of this Addendum for the corrected language.

ITEM 6: Question: In the General Conditions section, on page GC-9, section 5.7.1 (2) states that Contractor shall purchase and maintain automobile liability insurance "covering each motor vehicle operated on Authority property." It goes on to state, "Contractor acknowledges and agrees that, if the Contractor's employee operates a vehicle whether personally owned or company owned, then all such operations are within its employee's scope of employment regardless of who owns the vehicle." The bid package documents make no mention of the driving activities that the Authority expects Contractor employees to engage in while performing Customer Service Ambassador services functions at the Orlando International Airport ("OIA"). It is our understanding that driving is not a part of the activities related to performing Customer Service Ambassador services functions at OIA. It is our understanding that the Contractor employees will begin their work, and begin their course of employment, when they clock in, inside OIA, and that their course of employment ends when they clock out. Our employees are free to get to the worksite using whatever means of transportation they desire (driving their own car, carpooling, public transportation, ride sharing service, biking, walking, teleportation, etc.). No matter how our employees get to and from the worksite, our employees begin the course of their employment when they clock in, and end their course of employment when they clock out. We would respectfully ask for reconsideration of the provisions of General Conditions section 5.7.1 (2), and the removal of any requirement related to automobile liability insurance, since driving is not a part of the job duties of Contractor employees related to performing Customer Service Ambassador services functions at OIA.?

Answer: The IFB is asking for minimal auto insurance coverage. This is assuming that no respondent will have company owned vehicle since the use of a vehicle is not required by this solicitation. Companies that have corporate owned vehicles must submit the required Commercial Auto Coverage.

ITEM 7: Question: In the Specifications section, on Page S-14, Section 3.6.2 states that "Contractor is required to have an electronic attendance system for all the reimbursable positions under this Contract." Will the Authority's Kronos timeclock system not be utilized by Contractor employees?

Answer: No, the Authorities timeclock will not be utilized for this Contract.

ITEM 8: Question: Please give consideration to a two-week extension on the bid dead line which is needed to contact and obtain responses from viable MWBE firms. Sixteen business days were provided.

Answer: The Authority will extend the Bid Opening to 3:00pm January 24, 2020. See Item 3 of this Addendum.

ITEM 9: Question: Pertaining Section 2. GENERAL, Sup-Paragraph 2.6, (Page IB-22): Is form BF-10 required by respondent on submittal? This question is asked because BF-10 appears to be a non-response form.

Answer: The Authority requests that all BF pages be submitted. Page BF-10 can be submitted blank if not required.

ITEM 10: Question: Pertaining to Section 8, Delivery of Bids, Sub-Paragraph 8.1 (Page IB-5): Are forms BF-15 through BF-21" required by respondent on submittal? This question is asked because the Bid Forms stop at BF-14?

Answer: The reference to Pages BF-1 through BF-21 is in error. It should be Pages BF-1 through BF-17 which has been corrected in Item 4 of this Addendum. Page BF-16 is a sample and should not be filled out.

ITEM 11: Question: What is three year average wages per position (Supervisor, Customer Service Leads, Customer Service Ambassador) used for the purposes of soliciting and evaluating competitive bids and used in the "not to Exceed Amount" calculation which shows $3,912,500.00?

Answer: Please see the answer in Addendum No.1, Item 2.

ITEM 12: Question: Pertaining to sub-paragraph 1.3 WORKING HOURS, (Page S-2): What are the airport locations which are staffed from 4:00 AM to 10:00 PM seven (7) days per week? How many Ambassadors are staffed per location per shift?

Answer: See Attachment "A" Shifts and Positions. Typically, there are one (1) to two (2) Ambassadors at per shift at each location.

ITEM 13: Question: Pertaining to sup-paragraph 1.4.11, CONTRACTOR'S PERSONNEL, (Page S-4): May Part Time Contractor's (less than 40 weekly hours) employees be used under this contract?

Answer: The Authority has clearly stated employee requirements and procedures required on Page S-4 Section 1.4.11.

ITEM 14: Question: Pertaining to sub-paragraph 1.5.4, FEES ASSOCIATED WITH IDENTIFICATION BADGES, (Page S-6): Is this cost reimbursable?

Answer: Fees associated with identification badges are not reimbursable, see Section 2.3.2.7 of General Conditions, Page GC-2.

ITEM 15: Question: Pertaining to 3.5.1.1 (Page S-14): Will you please provide the required "assigned positions"?

Answer: See Attachment "A" Shifts and Positions for the answer to this question.

ITEM 16: Question: Pertaining to 3.5.1.3 (Page S-14): What are the assigned locations (booth/office/area)? How many booths are assigned and what are their locations?

Answer: See Attachment "A" Shifts and Positions. Currently there are 32 locations/assigned positions.

ITEM 17: Question: What is the name of the current Prime Contract for the Customer Service Ambassador contract?

Answer: The name of the current Contractor is RealTime d/b/a TopTalent Staffing.

ITEM 18: Question: What is the name of the MWBE Subcontractor/Vendor for the current Customer Service Ambassador contract?

Answer: The name of the current MWBE Subcontractor is Moten Tate, Inc.

ITEM 19: Question: Is the job posting dated 11/7/2019 on the MCO Cares website made by the Airport Authority or Contractor for the Customer Service Ambassador program currently out to bid under Purchasing Bid 19-20?

Answer: This job posting on the Authority's website has nothing to do with this solicitation. Job postings are made by the Contractor for this Contract not the Authority.

ITEM 20: Question: Can the Authority provide the password to edit the IFB document electronically? This will allow us to provide clean copies of our response that will be easier for the Authority to read?

Answer: Unfortunately the Authority does not release IFB documents that are not password protected.

ITEM 21: Question: We are responsible for all labor, supervision, management, administrative oversight and supplies. What "Supplies" are the customer service ambassadors using and can the Authority provide current Supply spend volume per month?

Answer: The Contractor is responsible for all office supplies and equipment for the Authority provided office space. All information booths supplies and equipment to include but not limited to workstations and phones are provided by the Authority for the information booths.

ITEM 22: Question: In the management fee, we are required to include for the costs of office equipment, can the Authority clarify what "equipment" is required and what if any will the the Authority provide such as Airport compliant laptops, work stations or phone?

Answer: The Contractor is responsible to determine what supplies and equipment is needed for the provided office space.

ITEM 23: Question: Is this workforce currently in place? If yes, we need to determine the name of that contract so we can look at the winning bid. If no, will the Authority or winning bidder be responsible for recruiting the workforce?

Answer: The current workforce is in place but the current Contract is different structure than this solicitation. It is the Contractors responsibility to recruit any of the current workforce or new Ambassadors to fill the required staffing levels. Any Bidder may request copies of the current Contract 07-15 by making that request at the following email: publicrecords@goaa.org.

ITEM 24: Question: If current workers in place, are there any enhanced benefits being paid (Holiday, vacation accrued etc.) winning Bidder will be responsible for? Likewise, will the Authority provide the hourly pay rates and if there are varying levels of employees based on tenure and experience?

Answer: The current contract structure is different from this solicitation and the Authority does not have access to benefits information. The current Ambassadors pay rate is $13.43.

ITEM 25: Question: Will the Authority provide ranking on how the Bid responses be evaluated? What weight is given to variables such as pricing, experience and use of MWBE associated companies?

Answer: This solicitation is not a Request for Proposals. This is an Invitation for Bids awarded to the lowest responsive and responsible Bidder (see Section 33 of the Instructions to Bidders, Page IB-14).

ITEM 26: Question: What are the costs of Janitorial services provided by the Authority to clean office space?

Answer: Cost associated with the cleaning services for office areas provided to the Contractor are non-reimbursable and is the responsibility of the Contractor and should be included in the Management Fee (see Section 2.3.2.11 of the General Conditions, Page GC-2).

ITEM 27: Question: Will the Authority provide a total anticipated headcount so Bidders may be able to factor in payroll and operational costs to ensure adequate budgeting?

Answer: It is estimated that an average of 105 reimbursable positions will be needed for the performance of this Contract. However, the actual count may range from 95 to 115 (see second note at the bottom of Page BF-11).

ITEM 28: Question: Is any or all of this workforce part of a Union?

Answer: Currently there is no union representing the workforce.

ITEM 29: Question: Will the Authority provide detailed job descriptions for each role to include the physical requirements such as baggage handling? What was provided appears to be only the required skills.

Answer: It is the responsibility of the Contractor to develop a job description upon award.

ITEM 30: Question: Will all of the work be performed in the general terminal area or will there be any areas such as the train's or other potential hazardous work areas such as baggage handling?

Answer: Currently all the work to be performed is in the general terminal areas.

ITEM 31: Question: Will the Authority please clarify any and all driving requirements as it relates to these positions, referencing under specifications section 1.4.8?

Answer: The use of a vehicle is not required by this solicitation. The Contractor that use corporate owned vehicles in the performance of this contract are required to follow section 1.4.8.

ITEM 32: Question: Under Specifications, section 1.4, would the Authority clarify if the costs for required drug and background checks are reimbursable?

Answer: No, all drug and background checks are non-reimbursable and should be included in the Management fee.

ITEM 33: Question: With regards to the Performance Bond sample for $2 Million attached to the Contract, will the Bidders be required to provide this Bond? Or, Will we be providing this Letter of Credit in lieu of a Bond?

Answer: The successful Contractor will be required to provide the Performance Bond identified in the solicitation. A Irrevocable Stand-by Letter of Credit is acceptable in lieu of a Performance Bond as identified in the Bid Document (see section 15 of Instructions to Bidders, Page IB-8).

ITEM 34: Question: Sec. 5.1 – Indemnification- We are expected to indemnify the Authority, City of Orlando, the Authority's Board & City Counsel, members of the citizen's advisory committees and all officers, employees, agents, etc. of the aforementioned parties. Are we able to offer modified language to this section in the agreement as all of these parties are very broad and includes any claim for property damage, personal injury and death caused by our performance under this Contract?

Answer: No, the Authority will not accept any changes to the language in Section 5.1.

ITEM 35: Question: Sec. 5.5 – This section states that indemnification obligations shall not be limited in anyway, would deletion of this section be agreeable?

Answer: The Authority will not delete Section 5.5.

ITEM 36: Question: Sec. 9- Termination- The Authority can terminate for Cause and Convenience yet supplier does not have any rights of Termination under this Contract. Could the language be modified to be allow for supplier to terminate?

Answer: No, the Authority will not accept any changes to the language in Section 9.

ITEM 37: Question: Sec. 3.2.3 - This section states that, "Contractor assumes all liability with respect to the Ambassadors & Supervisors assigned to OIA if they are injured on the property." Can supplier provide language that states to the extent of our any negligence or wrongful acts, except for those Claims that arise from the negligence or willful misconduct of the Authority?

Answer: No, the Authority will not accept any changes to the language in Section 3.2.3.

ITEM 38: Question: Regarding the provisions surrounding Safety, would supplier have access to current airport safety and OSHA logs surrounding positions and work areas where the performance of this contract is expected to be performed? Additionally, will supplier be able to work with Safety Manager of the Authority to ensure current safety materials and trainings are sufficient for the airport? Additionally, would the Authority limit our responsibility with providing a safe work environment that we do not control or maintain?

Answer: No, the Contractor is responsible to maintain and adequately provide training to employees regarding safety and OSHA standards and to maintain required OSHA logs. The Authority has a Safety Manager and he is available for consultation but the awarded Contractor is responsible to maintain and keep current their Safety Program.

ITEM 39: Question: Will the pay rates for the Ambassador positions be dictated by the Authority? Are the rates shown in Addendum No. 1 the anticipated rates?

Answer: The Ambassador pay rates will be discussed with the successful Bidder upon award.

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

Vlad Opreanu, CPPB
Senior Purchasing Agent

1/15/20
Date

Attachment "A"

Shifts and Positions

	4-6am	6-8am	8-10am	10-12pm	12-2pm	2-4pm	4-6pm	6-8pm	8-10pm
GH A booth									
GH A booth									
GH B booth									
GH B booth									
[illegible]									
[illegible]									
West B FL									
West B FL									
West B TDC									
West B TDC									
GH B Roam									
West A FL									
West A TDC									
Wheel Chair A									
GH A Roam									
TSA Pre Check									
East Check Point A									
East Check Point B									
L3 A Roam									
L2 A Roam									
L3 B Roam									
L2 B Roam									
L2 A West Booth									
L2 A East Booth									
L2 B West Booth									
L2 B East Booth									
L1 A									
L1 B									
AS 1									
AS 2									
AS 3									
AS 4									

Notes:

ADDENDUM NO. 1
TO
PURCHASING BID 19-20
CUSTOMER SERVICE AMBASSADORS
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA

January 7, 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: Question: What are the estimated hours by position (Supervisor, Customer Service Leads, Customer Service Ambassadors) used for the purposes of soliciting and evaluating competitive bids and in the "not to Exceed Amount" calculation which shows $3,912,500.00?

Answer: The Authority is providing Attachment "A", Customer Service Ambassadors Contract Structure, Pages 2-4 of this Amendment to provide Bidders with the Authority's methodology for Reimbursement Expenses for the "not-to-exceed amount".

ITEM 2: Question: What are the estimated average reimbursable head count per position (Supervisor, Customer Service Leads, Customer Service Ambassadors) used for the purposes of soliciting and evaluating competitive bids and used in the "not to Exceed Amount" calculation which shows $3,912,500.00?

Answer: The Authority is providing Attachment "A", Staffing Breakdown, Page 5 of this Amendment to provide Bidders with the Authority's staffing estimates for the "not-to-exceed amount".

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

Vlad Opreanu, CPPB
Senior Purchasing Agent

1/7/20
Date

ATTACHMENT "A"

CUSTOMER SERVICE AMBASSADORS CONTRACT STRUCTURE

Year 1

MANAGEMENT FEE	FTE	EXTENSION
Management Staff		
- Site Manager	1	
- Assistant Manager	1	
- Admin/HR/Payroll/Invoice	1	
	3	
Other Costs:		
- Contractor & Sub-Contractor Overhead & Profit		
- Workers Comp		
- General Liability Insurance, Other Insurances		
- Performance Bond		
- Recruting Expenses/Training		
- Badges & Keys		
- Office & Operating Supplies		
- All other costs as specified in Section 2.3 of the General Conditions		
- Any other costs not listed below in the Reimbursable Expenses		
Total Management Fee:		**$0.00**

REIMBURSABLE PAYROLL & OPERATING EXPENSES	FTE	HOURLY RATE	EXTENSION
Payroll Expenses:			
- Supervisors	3	$17.50	$109,200.00
- Leads	3	$16.00	$99,840.00
- Ambassadors	94	$14.50	$2,829,010.00
- Ambassadors - Communication	3	$14.50	$95,010.00
- Ambassadors - Lost & Found	2	$14.50	$60,320.00
- Overtime			$95,810.00
- Payroll Taxes: Soc Security, Medicare, State & Fed Unemployment			$304,260.00
- Health Insurance			$226,700.00
	105		**$3,820,200.00**
Operating Expenses:			
- Third Party Training			$40,000.00
- Uniforms			$42,300.00
- Language Assessment			$10,000.00
			$92,300.00
Total Reimbursable Payroll & Operating Expenses:			**$3,912,500.00**

TOTAL CONTRACT VALUE YEAR 1:

NOTE: This Reimbusable Expense estimates for Years 1 - 3 are provided to Bidders for budget purposes only and is not to be construed to be a guaranteed payment. Reimursables Expenses shall be paid only when the invoice provided by the Contractor, with supporting documentation, are verified and approved by the Authority in accordance with the General Conditions Section 2.4, Compensation-Reimbursable Payroll and Operating Expenses of the General Conditions, Pages GC-3 through GC-5.

CUSTOMER SERVICE AMBASSADORS CONTRACT STRUCTURE

Year 2

MANAGEMENT FEE	FTE	EXTENSION
Management Staff		
- Site Manager	1	
- Assistant Manager	1	
- Admin/HR/Payroll/Invoice	1	
	3	
Other Costs:		
- Contractor & Sub-Contractor Overhead & Profit		
- Workers Comp		
- General Liability Insurance, Other Insurances		
- Performance Bond		
- Recruting Expenses/Training		
- Badges & Keys		
- Office & Operating Supplies		
- All other costs as specified in Section 2.3 of the General Conditions		
- Any other costs not listed below in the Reimbursable Expenses		
Total Management Fee:		**$0.00**

REIMBURSABLE PAYROLL & OPERATING EXPENSES	FTE	HOURLY RATE	EXTENSION
Payroll Expenses:			
- Supervisors	3	$18.03	$112,480.00
- Leads	3	$16.48	$102,840.00
- Ambassadors	99	$14.94	$3,076,970.00
- Ambassadors - Communication	3	$14.94	$97,860.00
- Ambassadors - Lost & Found	2	$14.94	$62,130.00
- Overtime			$103,570.00
- Payroll Taxes: Soc Security, Medicare, State & Fed Unemployment			$328,920.00
- Health Insurance			$282,670.00
	110		**$4,167,500.00**
Operating Expenses:			
- Third Party Training			$40,000.00
- Uniforms			$44,400.00
- Language Assessment			$10,000.00
			$94,400.00
Total Reimbursable Payroll & Operating Expenses:			**$4,261,900.00**

TOTAL CONTRACT VALUE YEAR 2:

CUSTOMER SERVICE AMBASSADORS CONTRACT STRUCTURE

Year 3

MANAGEMENT FEE	FTE	EXTENSION
Management Staff		
- Site Manager	1	
- Assistant Manager	1	
- Admin/HR/Payroll/Invoice	1	
	3	
Other Costs:		
- Contractor & Sub-Contractor Overhead & Profit		
- Workers Comp		
- General Liability Insurance, Other Insurances		
- Performance Bond		
- Recruting Expenses/Training		
- Badges & Keys		
- Office & Operating Supplies		
- All other costs as specified in Section 2.3 of the General Conditions		
- Any other costs not listed below in the Reimbursable Expenses		
Total Management Fee:		**$0.00**

REIMBURSABLE PAYROLL & OPERATING EXPENSES	FTE	HOURLY RATE	EXTENSION
Payroll Expenses:			
- Supervisors	3	$18.57	$115,860.00
- Leads	4	$16.97	$141,230.00
- Ambassadors	103	$15.38	$3,303,670.00
- Ambassadors - Communication	3	$15.38	$100,790.00
- Ambassadors - Lost & Found	2	$15.38	$64,000.00
- Overtime			$111,770.00
- Payroll Taxes: Soc Security, Medicare, State & Fed Unemployment			$354,960.00
- Health Insurance			$311,580.00
	115		**$4,503,900.00**
Operating Expenses:			
- Third Party Training			$40,000.00
- Uniforms			$46,500.00
- Language Assessment			$10,000.00
			$96,500.00
Total Reimbursable Payroll & Operating Expenses:			**$4,600,400.00**

TOTAL CONTRACT VALUE YEAR 3:

STAFFING BREAKDOWN:

	Year 1 Staffing				Year 2 Staffing				Year 3 Staffing			
	Daily Hours	Weekly Hours	Annual Hours	FTE	Daily Hours	Weekly Hours	Annual Hours	FTE	Daily Hours	Weekly Hours	Annual Hours	FTE
Manager	8	40	2,080	1	8	40	2,080	1	8	40	2,080	1
Assistant Manager	8	40	2,080	1	8	40	2,080	1	8	40	2,080	1
Admin	8	40	2,080	1	8	40	2,080	1	8	40	2,080	1
				3				**3**				**3**
Supervisor	24	120	6,240	3	24	120	6,240	3	24	120	6,240	3
Leads	24	120	6,240	3	24	120	6,240	3	32	160	8,320	4
Ambassadors - NT Level 3	180	1,260	65,520	32	180	1,260	65,520	32	180	1,260	65,520	32
Ambassadors - NT Level 2	96	672	34,944	17	108	756	39,312	19	108	756	39,312	19
Ambassadors - NT Level 1	54	378	19,656	9	54	378	19,656	9	54	378	19,656	9
Ambassadors - Airsides	64	448	23,296	11	64	448	23,296	11	64	448	23,296	11
Ambassadors - Checkpoint	126	882	45,864	22	144	1,008	52,416	25	144	1,008	52,416	25
Ambassadors - ITF	16	112	5,824	3	16	112	5,824	3	40	280	14,560	7
Ambassadors - Communication	18	126	6,552	3	18	126	6,552	3	18	126	6,552	3
Ambassadors - Lost & Found	16	80	4,160	2	16	80	4,160	2	16	80	4,160	2
				105				**110**				**115**
			Total FTE	**108**			**Total FTE**	**113**			**Total FTE**	**118**

NOTE: This staffing breakdown estimates for Years 1 - 3 are provided to Bidders for budget purposes only and is not to be construed as guaranteed hours. Staffing may be changed from time to time by the Authority depending on the current circumstances at the Airport.

(REVISED PER ADDENDUM NO. 2)

INVITATION FOR BIDS

GREATER ORLANDO AVIATION AUTHORITY

PURCHASING BID 19-20

CUSTOMER SERVICE AMBASSADORS

Sealed Bids for **Purchasing Bid 19-20, Customer Service Ambassadors**, at the Orlando International Airport, will be received by the Greater Orlando Aviation Authority, hereinafter called "Authority."

The proposed Contract will be to furnish all labor, supervision, management, administrative oversight, supplies, and all other items necessary or proper for, or incidental to, the providing of Customer Service Ambassador Services at the Orlando International Airport ("OIA") in accordance with the Contract Documents.

The Contract period will be for thirty-six (36) 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 one (1) year 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 3:00 p.m., Monday, January 6, 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, 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 19-20, Customer Service Ambassadors, 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 **Two Million Dollars ($2,000,000.00)**, 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 **Five Million Dollars ($5,000,000.00)**, along with any other required insurance coverages and evidence of business or occupational license, as outlined in the Bid Documents.

This Document includes a Minority and Women Business Enterprise (MWBE). The Participation Goal for this Contract will be 20% for MWBEs.

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 re-advertise 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, management, administrative oversight, supplies, and all other items necessary or proper for, or incidental to, providing Customer Service Ambassador Services at the Orlando International Airport ("OIA") in accordance with the Contract Documents.

2.2 Contract period will be thirty-six (36) 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 one (1) year each upon the same terms and conditions, except compensation to the Contractor which shall be established by negotiation between the parties, subject to the limitations stated below. The option years compensation will be based on the annual unit prices. If the parties cannot successfully negotiate pricing for any renewal option year, the Authority may exercise its option to renew the Contract for such option year at the maximum prices described below. The compensation due to the Contractor in the first renewal option year, if exercised, may not exceed the annual unit prices for the immediately preceding year, increased by a percentage that equals the percentage, if any, by which the Consumer Price Index, United States City Averages, Urban Wage Earners and Clerical Workers (CPI-W), All Items (1982-84=100) ("CPI") published from time to time by the United States Bureau of Labor Statistics in effect as of the end of the thirtieth (30^{th}) month of the Contract term exceeds the CPI in effect as of the end of the eighteenth (18^{th}) month of the Contract term. The Compensation due to the Contractor in the second renewal option year, if exercised, may not exceed the annual unit prices for the immediately preceding year, increased by a percentage that equals the percentage, if any, by which the CPI in effect as of the end of the forty-second (42^{nd}) month of the Contract term exceeds the CPI in effect as of the end of the thirtieth (30^{th}) 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 Customer Service Ambassadors requirements. The Authority may in its sole discretion award any additional or similar services to any third party, or the Authority may elect to perform all or a portion of the services by its own employees.

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

2.6 Each Bidder shall provide on Pages BF-10 through BF-13 for each appropriate Year of the Contract as follows:

2.6.1 Each Bidder shall provide its Management Fee (Item A) in the Extension column on Pages BF-10 through BF-12 for Years 1, 2, and 3. The Management Fee shall include all the costs as outlined in the General Conditions, Section 2.3, Pages GC-2 and GC-3.

2.6.2 Each Bidder shall then add the Extension heading of Pages BF-10 through BF-12 its Management Fee (Item A); the Authority-provided Reimbursable Payroll and Operating Expenses, not-to-exceed amount (Item B): and enter the sum in the appropriate space marked "Total Year 1 Bid Price" on Pages BF-10 and BF-13, "Total Year 2 Bid Price" on Pages BF-11 and BF-13, and "Total Year 3 Bid Price" on Pages BF-12 and BF-13.

2.7 Each Bidder shall then add the Annual Prices heading on Page BF-13 for Total Year 1 Bid Price, Total Year 2 Bid Price, and Total Year 3 Bid Price, and enter the sum on the appropriate space marked "Total Three (3) Year Bid Price" on Pages BF-13 and BF-3.

2.8 Any Bid that fails to include all of the prices as requested on Pages BF-10 through BF-13 may be deemed non-responsive to the Invitation.

2.9 The Bidder to whom the "Notice of Intent to Award" is given shall provide to the Authority within five (5) business days after receiving the Notice the following:

2.9.1 A current resume of its proposed On-Site Manager, Assistant Manager and Administrative staff positions (see Section 3.3.2, 3.3.3 and 3.3.4 of the Specifications, Pages S-10 and S-11). If the proposed On-Site Manager, Assistant Manager and Administrative Staff personnel are deemed unacceptable by the Authority, the Bidder shall submit to the Authority the name and current resume of On-Site Manager, Assistant Manager and Administrative Staff acceptable to the Authority , prior to commencement of the Contract.

2.9.2 A Transition Plan that will describe how Bidder plans to start operations and bring about a smooth transition of the work to be performed under this Contract. Such plan shall consist of a schedule that describes how Bidder will handle problems which Bidder anticipates will be encountered to begin operations under the new Contract and shall include, but not limited to, the time period needed for the hiring and training of employees, planned interface with Authority, the processing I.D. badges, uniforms, issuance of keys and site tours.

2.9.3 A Staffing Schedule that will outline the base number of employees the Contractor will use during various hours of the day to perform customer service functions (see Section 3.3 of the Specifications, Pages S-9 through S-13). The Staffing Plan shall consist of all levels of employment to include management, administrative, supervisor, lead and ambassador positions. The Staffing Plan shall also include the classifications of employee positions and the duties of each position based on the descriptions in Specification.

2.9.4 A complete customer service Training Plan including a training curriculum the Contractor will use in order to meet the requirements of the Specifications (see Specification Section 3.9).

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 19-20, Customer Service Ambassadors, at Orlando International 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." Additionally, an exact electronic copy of the Bid shall be included with the Original Bid on an individual electronic USB Flash Drive. Each Bid shall consist of an executed copy of the Bid Form (Pages BF-1 through BF-21), 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 Chief Executive Officer. 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 customer service personnel to perform customer service functions at a medium to large airport, or at a convention center; 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. <u>GUARANTY OF FAITHFUL PERFORMANCE</u>:

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. <u>POWER OF ATTORNEY AND COUNTERSIGNATURE</u>:

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. <u>EXECUTION OF CONTRACT</u>:

17.1 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.

17.2 Not applicable.

17.3 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).

17.4 The Contract shall not be binding upon the Authority until it has been executed by the Authority and a copy of such fully executed Contract is delivered to the Contractor. The Authority reserves the right to cancel the award without liability to any 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:

25.1 To encourage development and growth of MWBEs, the Authority has adopted a Non-Federally Funded Minority and Women Business Enterprise ("MWBE") Participation Program, which is available from the Authority upon request, in response to the joint disparity study conducted by the Authority.

25.2 It is the policy of the Authority that MWBEs shall have the maximum opportunity to participate in the purchase of goods and services, and the Authority has established the MWBE Participation Program to implement this policy. This participation can take the form of purchasing contracts, subcontracts, joint ventures or similar arrangements. **The Bid will be considered non-responsive to the Invitation for Bids and rejected if the Bidder fails to demonstrate, to the reasonable satisfaction of the Authority, as required by the MWBE policy, that the Bidder has met or has made a good faith effort to meet the established MWBE goal.**

25.3 For this Contract, the Authority has established a MWBE Participation Goal of 20%, which means that 20% of the total Contract expenditures by the Authority should be used to purchase goods or services under the Contract from MWBEs. All Bidders, including a Bidder which is an MWBE, shall comply with the MWBE requirements outlined in this Section by having MWBEs other than the Bidder, participate in the performance of the Contract services at a sufficient level to meet the participation goal.

25.4 Bidders are required to submit, with their Bids, the Letter of Intent/Affirmation information by completing the form on Page BF-14 for each MWBE Firm. The Bidder may make duplicates of this form as needed. Both the MWBEs and the Bidder are required to affirm the information provided by signing the form prior to submittal. After the Bids are opened, but prior to award, the Authority may request, receive, and review additional information from Bidders in order to verify the accuracy of the level of information presented by Bidders with their Bids and the good faith effort of Bidders to reach the MWBE goal.

25.5 After the Bids are opened and prior to an award of the Contract, the Authority may request, receive and consider omitted and supplemental information from the Bidders as to the certification of Bidders, if applicable, and of any Bid subcontractor, supplier or joint venturer in order to determine MWBE status.

25.6 The successful Bidder shall enter into contract(s) with the MWBE(s) identified in the Bidder's Bid documents which the Authority relied upon in awarding this Contract, subject only to the Authority's right to approve all subcontractors. The contractual arrangements with the MWBE(s) shall incorporate such reasonable terms as are required to complete the work described therein while furthering the Authority's MWBE policy.

25.7 A Bidder shall not breach any of its obligations with the MWBE(s). In the event Bidder desires to terminate or replace a MWBE, Bidder shall promptly notify the Authority of the impending termination, the reason for the termination and obtain the Authority's approval prior to proceeding with the termination. Following the termination Bidder shall replace the terminated MWBE with another MWBE. If the Bidder is unable to utilize another MWBE for performance of that portion of this Contract, the Bidder shall provide the Authority with documentation, in a form satisfactory to the Authority, showing that it is not possible to replace the terminated MWBE with another MWBE. The MWBE percentage for participation must not decrease below the percentage proposed during the term of the Contract.

25.8 The successful Bidder shall submit to the Authority a Disbursement Form (sample on Page BF-15 with each invoice submitted for payment, indicating the amount of money spent with each MWBE(s) since the previous invoice.

25.9 Failure to carry out the requirements set forth herein or the commitments made by the Bidder (e.g. to contract with or make a good faith effort to contract with and use MWBEs, to pay MWBEs at least 20% (or such other acceptable good faith effort amount) of the total Contract price on an ongoing basis, etc.) shall constitute a breach by the Bidder of this Contract and may result in termination of the Contract by the Authority or such other remedy as the Authority deems appropriate.

25.10 A list of currently certified MWBEs may be obtained via the internet at www.orlandoairports.net/small business, or from the Authority's Office of Small Business Development by calling (407) 825-7133. The Authority will provide this information as a convenience only, and Bidders shall be solely responsible for ensuring all MWBEs are capable of performing. Certification of eligibility as an MWBE should be completed prior to submission of a Bid. During the Bid process, Bidders may contact the Office of Small Business Development for any questions or information concerning the MWBE Participation Program. Compliance with the MWBE policy of the Authority does not relieve Bidders of the equal employment opportunity obligations under state and Federal laws and regulations.

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:

27.1 If the Bidder fails to meet the MWBE/LDB Participation Goals, the Authority will require Bidder to submit evidence of good faith efforts within two (2) business days of request; such evidence may include, but is not limited to the following:

27.1.1 Indicating the name and title of the person responsible for the Bidder's good faith efforts to reach the participation goal;

27.1.2 Provide evidence of attendance at Pre-Bid Conference meeting, if any, scheduled by the Authority to inform MWBE/LDB firms of subcontracting opportunities under a given Contract;

27.1.3 Provide a list of MWBE/LDB firms contacted;

27.1.4 Provide copies of written correspondence to MWBE/LDB firms that their bid is being solicited, as well as certified return receipts to prove receipt or the reason for non-delivery;

27.1.5 Provide evidence of information provided to the MWBE/LDB firms about the specific work the Contractor intends to subcontract;

27.1.6 Provide evidence of information provided to MWBE/LDB firms on bonding and insurance requirements;

27.1.7 Provide copies of advertisements in general circulation media, trade association publications, and minority focus media advertising for MWBE/LDB firms interested in subcontracting;

27.1.8 Provide evidence that Bidder provided interested MWBE/LDB firms with assistance in reviewing the contract plans, specifications, and the terms and conditions of the general contract, subcontract and addenda;

27.1.9 Providing evidence that the Bidder provided MWBE/LDB firms prompt notice of addenda affecting specific trade Contractors;

27.1.10 Provide evidence that Bidder made follow-up inquiries after initial solicitations of interest from MWBE/LDB firms. Bidder shall maintain documentation of the date, time and name of individuals contacted. A telephone log is acceptable documentation of this activity;

27.1.11 Provide a list of quotes submitted by MWBE/LDB firms;

27.1.12 Provide documentation as to why MWBE/LDB firms were not utilized;

27.1.13 In those instances where a majority subcontractor is selected for a scope of work for which MWBE/LDB bids were submitted, the Bidder shall submit records of all quotations received from MWBE/LDB firms and from the selected majority subcontractor, and provide an explanation of the reasons why the MWBE/LDB firms will not be used during the course of the Contract. Receipt of a lower price quotation from a non MWBE/LDB firm prior to or at the time of Bid Opening will not in itself excuse a Bidder's failure to meet participation goals. It is incumbent upon the Bidder to demonstrate that MWBE/LDB firms were not rejected as unqualified without a thorough and documented investigation of their capabilities and capacity.

27.2 Additional information on meeting good faith efforts can be found by going to www.orlandoairports.net/small business, or from the Authority's Office of Small Business Development by calling 407-825-7133 or 407-825-7171.

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 STANDARD:

The standards by which the Contractor's performance will be evaluated are set forth in the General Conditions (Pages GC-1 to GC-28) and Specifications (Pages S-1 to S-16). 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 Chief Executive Officer 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 19-20

CUSTOMER SERVICE AMBASSADORS

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

Submitted by: RealTime Services, Inc, dba TopTalent Staffing
Name of Bidder

Address: 3901 E Colonial Drive, Suite E
Orlando, FL 32803

Federal Employer I.D. No. 59-3277563

Business Telephone No. (407) 896-2150

Business Fax No. (407) 896-2151

After Business Hours Telephone No. (301) 401-2282

E-Mail Address Gaby@TopTalentusa.com

By: ____________________
Signature

Robert R Herring, Regional Director
Name and Title (Typed or Printed)

Date: 01/23/2020

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.

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, management, administrative oversight, supplies, and all other items necessary or proper for, or incidental to, the providing of Customer Service Ambassador Services in accordance with the Specifications covered by this Bid and the Contract Documents for Purchasing Bid 19-20, Customer Service Ambassadors, at Orlando International Airport, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The 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
No 1	01/07/2020				
No 2	01/15/2020				

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: RealTime Services, Inc. dba TopTalent Staffing

The Bidder agrees to provide all labor, supervision, management, administrative oversight, supplies, and all other items necessary or proper for, or incidental to, the providing of Customer Service Ambassadors described in the Contract Documents, including, but not limited to, the cost of bonds and the specified insurance coverage for the following:

CUSTOMER SERVICE AMBASSADORS

TOTAL THREE (3) YEAR BID PRICE:

Fourteen Million Nine Hundred Ninety-Six Thousand Seven Hundred Sixty-Eight Dollars $ 14,996,768.00
(Print Dollar Amount)

Note: The figure shown above should match the figure shown on Page BF-13 as the "Total Three (3) Year Bid Price."

BIDDER: RealTime Services, Inc, dba TopTalent Staffing

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

____
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

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.

(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.)

RealTime Services, Inc, dba TopTalent Staffing
(Name of Corporation or other business entity)

BY: ____________________
(Signature of Authorized Officer)

(Affix Corporate Seal)

No Seal

Its: Regional Director
(Title)

Robert R Herring
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 Florida, 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: RealTime Services, Inc, dba TopTalent Staffing

CONTRACT REFERENCES

List below companies for whom you are presently providing Customer Service Ambassadors 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: State of Florida, Department of Transportation SunRail, dts (contractor)

   ADDRESS: 3680 Avalon Park Blvd, Suite 200
   Orlando, FL 32828

   CONTACT PERSON: Bill Land, Project Manager

   PHONE NO.: (517) 402-4156 cell

   EMAIL ADDRESS: Wland@dtsgis.com

   30+ Customer Service Ambassadors, and an Onsite Manager

2. COMPANY NAME: Orange County, Division of Building Safety

   ADDRESS: 201 S Rosalind Ave
   Orlando, FL 32802

   CONTACT PERSON: Aneta Duhig, Assistant Manager

   PHONE NO.: (407) 836-5550

   EMAIL ADDRESS: Aneta.Duhigg@ocfl.net

   70+ Admin/Customer Service throughout the county to include Convention Center and 20+ at Divison of Building Safety.

3. COMPANY NAME: Orlando Housing Authority

   ADDRESS: 390 N Bumby Ave
   Orlando, FL 32803

   CONTACT PERSON: Janet Bridges, HR Manager

   PHONE NO.: (407) 895-3300

   EMAIL ADDRESS: Janet.Bridges@orl-oha.org

   50+ personnel to include 30 Admin/Customer Service

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

BIDDER: RealTime Services, Inc, dba TopTalent Staffing

CONTRACT REFERENCES (Continued)

List below companies for whom you are presently providing Customer Service Ambassadors 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: Greater Orlando Aviation Authority

   ADDRESS: One Jeff Fuqua Blvd

   Orlando, FL 32827

   CONTACT PERSON: James Soshea, Manager of Airport Customer Experience

   PHONE NO.: (407) 825-3394

   EMAIL ADDRESS: james.soshea@goaa.org

   90+ Customer Service Ambassadors, Leads, Supervisors and Onsite Manager

2. COMPANY NAME: __________

   ADDRESS: __________

   ____

   CONTACT PERSON: __________

   PHONE NO.: __________

   EMAIL ADDRESS: __________

3. COMPANY NAME: __________

   ADDRESS: __________

   ____

   CONTACT PERSON: __________

   PHONE NO.: __________

   EMAIL ADDRESS: __________

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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

RealTime Services, Inc

2 Business name/disregarded entity name, if different from above

dba TopTalent Staffing

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ________

Exemption from FATCA reporting code (if any) ________

(Applies to accounts maintained outside the U.S.)

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

3901 E Colonial Drive, Suite E

Requester's name and address (optional)

6 City, state, and ZIP code

Orlando, FL 32803

7 List account number(s) here (optional)

Part I **Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

5 9 – 3 2 7 7 5 6 3

Part II **Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** [signature] **Date ▶** 1-2-20

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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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.

RealTime Services Inc, dba TopTalent Staffing
(Name of Bidder)

By: ______________
(Signature)

Date: 01/23/2020

Title: Regional Director

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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 19-20, Customer Service Ambassadors, 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

BID PRICES

CUSTOMER SERVICE AMBASSADORS

YEAR 1

	DESCRIPTION	EXTENSION
A.	Management Fee*	$ 571,313.00
B.	Reimbursable Payroll and Operating Expense ** (Not to Exceed Amount)	$3,912,500.00

TOTAL YEAR 1 BID PRICE $ 4,483,813.00
(Enter Here and on Page BF-13)

* Management Fee shall include all costs as outlined in General Conditions, Section 2.3, Pages GC-2 and GC-3.

** Reimbursable Payroll and Operating Expense shall include all costs as outlined in General Conditions, Section 2.4, Pages GC-3 through GC-5. Contractor's aggregate annual invoices shall not exceed the total as stated above for Year 1. It is estimated that an average of 105 reimbursable positions will be needed for the performance of this Contract. The Authority believes that this estimate fairly describes the scope of work under ordinary circumstances; however, the number of actual employees may range between 95 and 115 as actual conditions may cause the number of employees to be adjusted accordingly. The Authority shall only reimburse for the positions requested and approved by the Authority and satisfactorily provided by the Contractor.

** Reimbursable Payroll and Operating Expenses 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 differ from the estimates. Bids will be evaluated based on the Total Three (3) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay for the services actually requested by the Authority and satisfactorily provided by the Contractor.

YEAR 2

	DESCRIPTION	EXTENSION
A.	Management Fee*	$ 623,745.00
B.	Reimbursable Payroll and Operating Expense ** (Not to Exceed Amount)	**$4,261,900.00**

TOTAL YEAR 2 BID PRICE $ 4,885,645.00
(Enter Here and on Page BF-13)

* **Management Fee shall include all costs as outlined in General Conditions, Section 2.3, Pages GC-2 and GC-3.**

** **Reimbursable Payroll and Operating Expense shall include all costs as outlined in General Conditions, Section 2.4, Pages GC-3 through GC-5. Contractor's aggregate annual invoices shall not exceed the total as stated above for Year 2. It is estimated that an average of 110 reimbursable positions will be needed for the performance of this Contract. The Authority believes that this estimate fairly describes the scope of work under ordinary circumstances; however, the number of actual employees may range between 100 and 120 as actual conditions may cause the number of employees to be adjusted accordingly. The Authority shall only reimburse for the positions requested and approved by the Authority and satisfactorily provided by the Contractor.**

** **Reimbursable Payroll and Operating Expenses 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 differ from the estimates. Bids will be evaluated based on the Total Three (3) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay for the services actually requested by the Authority and satisfactorily provided by the Contractor.**

YEAR 3

	DESCRIPTION	**EXTENSION**
A.	Management Fee*	$ 1,026,910.00
B.	Reimbursable Payroll and Operating Expense ** (Not to Exceed Amount)	**$4,600,400.00**

TOTAL YEAR 3 BID PRICE $ 5,627,310.00
(Enter Here and on Page BF-13)

* **Management Fee shall include all costs as outlined in General Conditions, Section 2.3, Pages GC-2 and GC-3.**

** **Reimbursable Payroll and Operating Expense shall include all costs as outlined in General Conditions, Section 2.4, Pages GC-3 through GC-5. Contractor's aggregate annual invoices shall not exceed the total as stated above for Year 3. It is estimated that an average of 115 reimbursable positions will be needed for the performance of this Contract. The Authority believes that this estimate fairly describes the scope of work under ordinary circumstances; however, the number of actual employees may range between 105 and 125 as actual conditions may cause the number of employees to be adjusted accordingly. The Authority shall only reimburse for the positions requested and approved by the Authority and satisfactorily provided by the Contractor.**

** **Reimbursable Payroll and Operating Expenses 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 differ from the estimates. Bids will be evaluated based on the Total Three (3) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay for the services actually requested by the Authority and satisfactorily provided by the Contractor.**

BIDDER: RealTime Services, Inc, dba TopTalent Staffing

BID PRICE SUMMARY

CUSTOMER SERVICE AMBASSADORS

BID PRICES	ANNUAL PRICES
TOTAL YEAR 1 BID PRICE: $	$4,483,813.00
TOTAL YEAR 2 BID PRICE: $	$4,885,645.00
TOTAL YEAR 3 BID PRICE: $	$5,627,310.00
TOTAL THREE (3) YEAR BID PRICE: $	$14,996,768.00 (Enter Total Here and on Page BF-3)

BIDDER: RealTime Services, Inc, dba TopTalent Staffing

LETTER OF INTENT/AFFIRMATION

Minority/Woman Owned Business Enterprise (MWBE)
(This page shall be submitted for each MWBE Firm)

Bidder: Name RealTime Services, Inc, dba TopTalent Staffing

Address 3901 E Colonial Driver, Suite E

City Orlando State FL Zip 32803

MWBE Firm: Name MotenTate, Inc

Address 301 East Pine Street, Suite 250

City Orlando State FL Zip 32801

MWBE Contact: Name: Kenneth Moten Phone (407) 843-3277

Email: Kmoten@MotenTate.com

MWBE Certification Agency: State of Florida Expiration Date 09/13/2021

Each MWBE Firm shall submit evidence (such as photocopy) of their certification status

Scope of Work	Quantity	Rates	Total
Staffing, Customer Service Ambassadors	20%		

Year 1: $ 782,500.00

Year 2: $ 852,380.00

Year 3: $ 920,080.00

Total Term Value: $ 2,554,960.00 Percent of Total Bid: 20.00 %

AFFIRMATION:

The above-named MWBE Firm affirms that it will perform the portion of the Contract as describe above for the estimated dollar value as stated above.

By: Kenneth Moten Kenneth Moten, President & CEO 1-23-2020
(MWBE Owner's Signature) (Title) (Date)

The Bidder affirms it is committed to utilizing the above named MWBE Firm for the portion of the Contract as described above for the estimated dollar value as stated above.

By: RRH Robert R Herring, Regional Director 1-23-2020
(Bidder's Authorized Signature) (Title) (Date)

In the event the Bidder does not receive award of the prime Contract, any and all representations in this Letter of Intent/Affirmation shall be null and void.

BIDDER: RealTime Services, Inc, dba TopTalent Staffing

MONTH ENDING: ____________________

GREATER ORLANDO AVIATION AUTHORITY

MWBE DISBURSEMENT FORM

(To Be Submitted with EACH Invoice and Faxed to (407) 825-3004 or E-Mailed to DForms@goaa.org)

CONTRACT: B19-20 Customer Service Ambassadors
(Number and Name)

PAYMENTS	Current Year			Previous Years Totals
	(A)	(B)	(C)	(D)
	Current Payment	Previous Payments	Cumulative Payments	Amount
Prime Contractor Payment				
Percent Achieved				
	(Total Col E / Total Col A)	(Total Col F / Total Col B)	(Total Col G / Total Col C)	(Total Col H / Total Col D)

MWBE SUBCONTRACTOR/VENDOR	Current Year			Previous Years Totals
	(E)	(F)	(G)	(H)
	Current Payment	Previous Payments	Cumulative Payments	Amount
TOTALS				

Summary

Original Prime Contract Total:	$	Original Sub Contract Total:	$
Amendment(s) Approved:	$	Amendment(s) Approved:	$
Revised Prime Contract Total:	$	Revised Sub Contract Total:	$

Contract Goal: ______

Cumulative Goal Achieved: ______

(Sum of totals G and H / Sum of totals C and D)

Remarks:

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2019

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: SUNZ Insurance Solutions, LLC. ID: (Howard) c/o Howard Leasing, Inc. 6302 Manatee Ave. W Bradenton, FL 34209	CONTACT NAME: Sondra Kelly PHONE (A/C, No, Ext): 941-761-7704 FAX (A/C, No): 941-761-7706 E-MAIL ADDRESS: skelley@howardleasinginc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: SUNZ Insurance Company	34762
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Howard Leasing, Inc
Howard Leasing II, LLC. Howard Leasing III, Inc.;
Howard Leasing IV, Inc. Howard Leasing V, Inc.
6302 Manatee Avenue West, Suite K
Bradenton FL 34209

COVERAGES CERTIFICATE NUMBER: 48362622 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC013-00001-019 WC013-00001-018	5/1/2019 5/1/2018	5/1/2020 5/1/2019	✓ 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)

Coverage provided for all leased employees but not subcontractors of: Top Talent Staffing LLC
Location Effective: 2/17/2014
Fax 407-613-2525

CERTIFICATE HOLDER

1836**

Greater Orlando Aviation Authority
CFID #: 270427
Reference #: P000715
c/o CertFocus
PO Box 140528
Kansas City MO 64114

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Rick Leonard

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

2019 - 2020

CITY OF ORLANDO
PERMITTING SERVICES

Local Business Tax Receipt

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

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

Business Name
TOPTALENT STAFFING
3901 E COLONIAL DRIVE STE E
ORLANDO, FL 32803

Case Number: BUS0023986-001

Issued Date: 08/02/2019

Expiration Date: 09/30/2020

Business Owner
TOPTALENT STAFFING LLC

Business Location
3901 E COLONIAL DR STE E
ORLANDO, FL

Business type(s):

Description	Year
BUSOFF 9990 BUSINESS OFFICE	2020

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

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

2019 **EXPIRES 9/30/2020** 3100-0967193

3100 SVC-TEMPORARY STAFF $30.00 5 EMPLOYEES

TOTAL TAX	$30.00
PREVIOUSLY PAID	$30.00
TOTAL DUE	$0.00

SCOTT RANDOLPH, TAX COLLECTOR · ORANGE COUNTY, FLORIDA ·

TOPTALENT STAFFING LLC

TOPTALENT STAFFING SERVICES
HERRING ROBERT R
3901 E COLONIAL DR #E
ORLANDO FL 32803

3901 E COLONIAL DR #E
A - ORLANDO, 32803

PAID: $30.00 0099-00884210 7/11/2019

This receipt is official when validated by the Tax Collector.

State of Florida

Minority Business Certification

Moten Tate, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

09/13/2019 to 09/13/2021

Jonathan R. Satter, Secretary
Florida Department of Management Services

Department of
MANAGEMENT
SERVICES
Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

MOTEN TATE, INC.

Has Been Certified As A

MINORITY BUSINESS ENTERPRISE

Approved Lines Of Business:

HUMAN RESOURCES MANAGEMENT & CONSULTING

This certificate is valid:
August 2018 through August 2020

Sheena Ferguson

Sheena Ferguson, Manager
August 21, 2018

Orange County Business Development Division
P.O. Box 1393
Orlando, Florida 32802-1393
407-836-7345

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

CONTRACT

THIS AGREEMENT made and entered into effective as of the 1 day of JUNE, 2021, 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 RealTime Services, Inc dba TopTalent Staffing 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 labor, supervision, management, administrative oversight, supplies, and all other items necessary or proper for, or incidental to, performing its obligations under Purchasing Bid 19-20, Customer Service Ambassadors, at the Orlando International 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.

(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

[Official Seal]

By:______________________________

Its:______________________________

Attest:

____
Secretary

"CONTRACTOR"

WITNESSED BY:

____
(Name of Contractor)

______________________ By:______________________________(Seal)
(Signature of Owner or General Partner)

______________________ Its:______________________________
(Title)

____
Name of Owner or General Partner Printed or Typed

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

IN WITNESS WHEREOF, the said GREATER ORLANDO AVIATION AUTHORITY has caused this Contract to be executed in its name by its Chairman, Vice Chairman, 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 Robert R. Herring, its Regional Director, attested by R. Bennett Herring, its ________ Secretary, and has caused the seal of said corporation or other business entity to be hereunto attached, all as of the day and year first above written.

"AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

By: ____________________

[Official Seal]

Its: Phillip N. Brown, A.A.E.
Chief Executive Officer

Attest:

____
Secretary

Approved as to Form and Legality
this 3rd day of April, 2020

NELSON MULLINS BROAD AND CASSEL

By ____________________
Greater Orlando Aviation Authority

"CONTRACTOR"

RealTime Services, Inc dba TopTalent Staffing
(Name of Contractor)

By: ____________________
(Signature of Officer)

[Corporate Seal]
No Seal

Its: Regional Director
(Title)

Robert R. Herring
Name of Officer Printed or Typed

Attest:

R. Bennett Herring
Secretary

RealTime
SERVICES INC.

December 30, 2019

Greater Orlando Aviation Authority
Vlad Opreanu, Senior Purchasing Agent
8652 Casa Verde Road
Building 811
Orlando, FL 32827-4338

Dear Mr Opreanu,

Please be advised that Robert R. Herring, Regional Director, is hereby authorized to sign the contract with the Greater Orlando Aviation Authority on behalf of RealTime Services, Inc. dba TopTalent Staffing.

Cordially,

Don L. Day
CEO
RealTime™ Services

RealTime
SERVICES INC.

4111 Metric Drive
Winter Park, FL 32792
407-645-1003
www.realtimeservices.com

Performance Bond No.: SU 1172961 ***Performance Bond Expiration Date:*** June 1, 2022

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS that RealTime Services, Inc., dba TopTalent Staffing 3901 E. Colonial Drive, Suite E., Orlando FL 32803, hereinafter called Principal, and Arch Insurance Company, Harborside 3, 210 Hudson St., Ste 300, Jersey City, NJ 07311, a corporation organized under the laws of the State of MO 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 **Two Million Dollars ($2,000,000.00)**, 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/Proposal) 19-20, Customer Service Ambassadors, at Orlando International 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 26th day of May, 2021, 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:

RealTime Services, Inc., dba TopTalent Staffing
Principal (Name of Contractor)

R. Bennett Herring
Witness

By: ____________________
(Signature)

L. O'Neal
Witness

Its: Regional Director
(Title)

(Seal) No Seal

Arch Insurance Company
Name of Surety

By: Marvala Erinkitola
(Signature)

Witness Cindy Troxel

Witness Melissa Potts

Its: Marvala Erinkitola, Attorney-In-Fact &
(Title)

Address: 8358 Main Street
Woodstock, GA 30188

Telephone No.: 770-592-3132

Fax No.: 770-592-9190

E-Mail Address: merinkitola@foundersins.com

(Countersignature by
Florida Licensed Agent)
John David Potts, FL Non-Resident Licensed Agent/ License # E050960

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.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

John David Potts, Marvala Erinkitola, Melissa R. Potts, Cindy Troxel and Robert L. Potts, Jr. of Woodstock, GA (EACH) Brandy Weaver, Brianna Leverette, Harold Foshee, Joseph Swaim and Susan Wood of Macon, GA (EACH) Edward Smith of LaGrange, GA

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00).
This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **7th day of May, 2021**

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company Corporate Seal 1971 Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MICHELE TRIPODI, Notary Public
City of Philadelphia, Phila. County
My Commission Expires July 31, 2021

Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, **Regan A. Shulman** , Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated May 7, 2021** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 1st **day of** June , **20** 21.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company Corporate Seal 1971 Missouri

***To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at* SuretyAuthentic@archinsurance.com**
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

IRREVOCABLE STAND-BY LETTER OF CREDIT

______________________________ [Date]

IRREVOCABLE LETTER OF CREDIT NO. ______________

EXPIRY DATE: ________________

AGGREGATE AMOUNT: **$2,000,000.00**

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

Dear Sir or Madam:

On behalf of ____ [Company Name] (the "Company"), we hereby issue this irrevocable stand-by 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 ______________________________________ [Bank Name] Irrevocable Letter of Credit No. ____________________, dated ____________________," 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 Officer 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 19-20, Customer Service Ambassadors, at Orlando International 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 stand-by 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 ________________ [Bank Name]. 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 to 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 Commercial 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.

____
(Bank Name)

By: ______________________________
(Signature)

Address: ______________________________

____

Telephone No.: ______________________________

Fax No.: ______________________________

E-Mail Address: ______________________________

EXHIBIT A

GREATER ORLANDO AVIATION AUTHORITY
STATEMENT FORM

To: ______________________________________[Bank Name]

Date: ________________________

Re: ______________________________________[Company Name]

Irrevocable Letter of Credit Number:__________________

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 _______________ [Bank Name] that [A, and either B or C are required]:

A. _____________________________________[Company Name] (the "Company") has failed to faithfully perform one or more of its obligations to the Authority under that certain Contract 19-20, Customer Service Ambassadors, at Orlando International 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:_____________________

TOPTAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/5/2021

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
Commercial Lines - (813) 321-7500
USI Insurance Services LLC
2502 N Rocky Point Dr
Tampa, FL 33607

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 813-639-3000 FAX (A/C, No):
E-MAIL ADDRESS: Cindy.staley@usi.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Everest National Insurance Company	10120
INSURER B :	Travelers Casualty and Surety Co. of America	31194
INSURER C :	Everest Denali Insurance Company	16044
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
TopTalent Staffing, LLC
3901 E. Colonial Dr. Suite E

Orlando FL 32803

COVERAGES **CERTIFICATE NUMBER:** 15366510 **REVISION NUMBER:** See below

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	X		91ML000156211	2/27/2021	2/27/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 200,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	X		BA4P9327192042G	2/27/2021	2/27/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			91CU000157211	2/27/2021	2/27/2022	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		8600001144201	11/1/2020	11/1/2021	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
A	Staffing Professional Liabilit			91ML000156211	02/27/2021	02/27/2022	$1,000,000 each claim $2,000,000 aggregate	

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

Greater Orlando Aviation Authority is named as additional insured with respects to General & Auto Liability where required by written contract. 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER

Greater Orlando Aviation Authority - Purchasing
CFID #: 270427Reference #: P000715
c/o CertFocus
PO Box 140528
Kansas City MO 64114

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

B M Carl

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

(This certificate replaces certificate# 15366378 issued on 5/5/2021)

Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
A	Employment Practices Liability			91ML000156211	02/27/2021	02/27/2022	$1,000,000 each claim $2,000,000 aggregate
A	Crime			91CR000566211	02/27/2021	02/27/2022	Employee Theft $1,000,000 Forgery or Alteration $1,000,000

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

GENERAL CONDITIONS

1. SCOPE OF WORK:

This Contract will be to provide all labor, supervision, management, administrative oversight, supplies, and all other items necessary or proper for, or incidental to, performing Customer Service Ambassador services functions at the Orlando International Airport ("OIA") 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, and subject to the provisions of the following Sections 2.2, 2.3, and 2.4: the Management Fee; the Reimbursable Payroll and Operating Expenses up to the amounts set forth on Pages BF-10 through BF-12 for the Customer Service Ambassadors that are authorized by the Authority and which are performed by Contractor to the satisfaction of the Authority as required by the Specification.

2.2 The Contractor shall invoice the Authority for the following: the Management Fee; and the Reimbursable Payroll and Operating Expenses; by the tenth (10th) day of each month following the month in which the services were performed by the Contractor in conformity with Contract requirements. The Contractor's invoice shall describe the services rendered, dates rendered, and shall contain invoices for Reimbursable Operating Expenses and other information as needed and be accompanied by such supporting documents and materials as the Authority shall request.

2.2.1 The Contractor's monthly invoices for Management Fees for each of the three (3) years of the Contract shall not exceed one-twelfth (1/12th) of the Contractor's Management Fees as Bid for in the applicable year, as found on Pages BF-10 through BF-12 (Line A).

2.2.2 The cumulative total of the Contractor's monthly invoices submitted for the Reimbursable Payroll Expenses and Reimbursable Operating Expenses for each of the three (3) years of the Contract shall not exceed the total Authority-provided amount for the applicable year, as set forth on Pages BF-10 through BF-12 (Line B), unless prior written authorization is obtained from the Chief Executive Officer or designee.

2.2.3 If the term of this Contract shall end on a day other than the last day of a calendar month, the payment of the Management Fee and the Reimbursable Payroll and Operating Expenses for such month (and up to the extent provided in Sections 2.3, and 2.4 below), shall be pro-rated based upon the actual number of days in the month.

2.2.4 Notwithstanding any other provision hereof, the Authority shall have the right to deduct from the Management Fee, Reimbursable Payroll and Operating Expenses payable by the Authority to the Contractor any amounts due the Authority from the Contractor.

GENERAL CONDITIONS (Continued)

2.3 Management Fee - Contractor shall invoice the Authority for the Management Fee as set forth on Pages BF-10 through BF-12 (Line A). The Management Fee shall include the following:

2.3.1 All payroll and associated costs for the Site Manager, the Assistant Manager and the Administrative Staff, and any other positions deemed necessary by the Contractor and not listed in Section 2.4 below.

2.3.2 The Management Fee shall also include all other expenses not listed in the Reimbursable Payroll and Operating Expenses Section 2.4 below, including, but not limited to:

2.3.2.1 Contractor overhead and profit.

2.3.2.2 Sub-Contractors' Management Fee.

2.3.2.3 Performance Bond expenses.

2.3.2.4 All required insurances as outlined in General Conditions, Section 5.7.

2.3.2.5 Workers compensation per Section 5.7 for all employees including management and reimbursable positions.

2.3.2.6 Recruiting expenses.

2.3.2.7 Badges and keys.

2.3.2.8 Office equipment and supplies.

2.3.2.9 Costs associated with all pre-approved training. The Authority will only reimburse for the hours to attend the training for the reimbursable positions.

2.3.2.10 Non-resident administrative, legal, bookkeeping, executive personnel expenses and off-site general office expenses.

2.3.2.11 Costs associated with the cleaning services for the interior space of all office areas provided to the Contractor by the Authority.

2.3.2.12 Health insurance premiums for the positions in the Management Fee.

2.3.2.13 Health Insurance premiums in excess of; Four Hundred Fifty Dollars ($450) per month for Year 1; Four Hundred Seventy-Five Dollars ($475) per month for Year 2; and Five Hundred Dollars ($500) per month for year 3; per position for the reimbursable positions participating in the Contractor provided Health Care Plan.

2.3.2.14 All other costs associated with the performance of this Contract not listed in Reimbursable Payroll and Operating Expenses Section 2.4 below.

2.3.3 The Authority may decrease the monthly Management Fee payable to the Contractor for deficiencies and by such amounts as found in Section 3.5 of the Specification. The standard by which the Contractor's performance is to be measured to determine a deficiency is set forth in the Specifications. If the Contractor performs at a level in such areas that result in a deduction in the monthly Management Fee, the Authority's remedy for the Contractor's failure(s) is not limited to such deduction in the monthly Management Fee. In addition to, or in lieu of, a deduction in the monthly amount of the Management Fee, the Authority may exercise any remedy available to it hereunder or by law.

2.3.4 In the event the performance of the Contract requires a permanent increase or decrease in the staffing of the reimbursable positions of twenty percent (20%) or more, Authority and Contractor shall re-negotiate the Management Fee.

2.4 Reimbursable Payroll and Operating Expenses – Contractor shall invoice the Authority for the actual Reimbursable Payroll Expenses paid by the tenth day of each month for the services performed by the Contractor during the prior month. All of the reimbursable positions shall be approved in advance by the AAR. Approval of the staffing schedules shall not be construed as, and is not, authorization to exceed the annual payroll budget.

2.4.1 The Reimbursable Payroll Expenses shall be limited to the following:

2.4.1.1 Supervisors

2.4.1.2 Customer Service Leads

2.4.1.3 Customer Service Ambassadors

2.4.1.4 Overtime hours as approved in advance by the AAR.

2.4.1.5 Associated payroll taxes: Social Security, Medicare, Federal and State Unemployment.

2.4.1.6 Reimbursement for Health Insurance premiums for up to Four Hundred Fifty Dollars ($450) per month for contract year 1; for up to Four Hundred Seventy-Five Dollars ($475) per month for Year 2; and up to Five Hundred Dollars ($500) per month for year 3; per position for the reimbursable positions participating in the Contractor provided Health Care Plan.

2.4.1.7 Actual vacation and sick leave taken as approved by the AAR. The Authority will not reimburse Contractor for any accrued vacation or sick leave hours at the time of Contract expiration, at the end of any Contract year, or upon employee termination for any reason. Contractor shall provide detailed vacation and sick leave benefits plan.

2.4.1.8 Up to three (3) pre-approved holidays will be reimbursed by the Authority, determined at the beginning of each Contract Year.

2.4.2 Reimbursable Operating Expenses: Contractor shall invoice the Authority for the actual Reimbursable Operating Expenses incurred and paid for by the Contractor during the prior month. The Reimbursable Operating Expenses shall be limited to the following:

2.4.2.1 Third-party Training as approved by the Authority.

2.4.2.2 Uniforms (see Specification, Section 1.4.9).

2.4.2.3 Language Assessment (see Specification, Section 3.3.8).

2.4.3 If not specifically set forth in Section 2.4, any other Payroll or Operating Expenses incurred by the Contractor shall not be reimbursed and shall be solely paid for by the Contractor.

2.4.4 Non-Reimbursable Expenses: The following expenses shall not be reimbursed by the Authority:

2.4.4.1 Accrued vacation or sick leave hours at the time of Contract expiration, at the end of any Contract Year, or upon employee termination for any reason.

2.4.4.2 Monthly health insurance premiums in excess of the amount described in General Conditions, Sections 2.4.1.6 and 2.10.

2.4.4.3 Health care premiums for the positions included in the management fee.

2.4.4.4 Costs or expenses of legal representation, or of union negotiations and administration.

2.4.4.5 Costs of any interstate/intrastate local flat rate telephone calls, extended calling services, long distance, or directory assistance toll telephone service.

2.4.4.6 Costs of any and all interest, late charges, penalties, and fines paid by the Contractor and/or its employees.

2.4.4.7 Taxes accrued above Federal or State wage limitation will not be reimbursed. Only Federal and State Unemployment taxes actually paid will be reimbursed.

2.4.4.8 Any other costs or expenses not specified under General Conditions Section 2.4.

2.4.5 Contractor shall pay all costs and expenses connected with its operations when due and submit to the Authority, on or before the tenth (10^{th}) day of each month, itemized statements of all approved Reimbursable Payroll and Operating Expenses incurred and paid for during the previous calendar month. Each such statement shall be accompanied by such proof of charges and disbursements and other supporting documents as the Authority requests, shall include, but not limited to, electronic attendance records, payroll registers, healthcare employee participation records and any other payroll records; paid invoices for the reimbursable operating expenses and any other supporting documents as requested by Authority.

2.4.6 Reimbursement of reasonable, allowable expenses shall be made by the Authority within approximately thirty (30) days of its receipt from Contractor of monthly itemized statements submitted provided that (i) the statements are in the format required by the Authority, (ii) all appropriate supporting documents are attached to each statement, (iii) the statement contains a statement that the Authority has not previously reimbursed the Contractor for any of the itemized expenses, and (iv) the statement is complete and accurately reflects the actual costs incurred. Once a complete and accurate invoice is received, and provided no items are in dispute, the Authority shall review and pay such invoice in full within thirty (30) days. Within said thirty (30) day period, the Authority shall notify the Contractor of its objection to any item or items of expense which it deems to be non-reimbursable. Any such notice shall set forth the nature of the Authority's objection and shall be accompanied by the Authority's payment of the undisputed portion of such statement.

2.5 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.

2.6 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.

2.7 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.

2.8 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.

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

2.10 Health Insurance:

Contractor shall provide health benefits in accordance with applicable Federal Laws (Federal Affordable Care Act) to its employees working at the Airport, effective not more than ninety (90) days after the date of hire of each employee. The Authority is only obligated to reimburse up to Four Hundred Fifty Dollars ($450) per month for contract year 1; up to Four Hundred Seventy-Five Dollars ($475) per month for Year 2; and up to Five Hundred Dollars ($500) per month for year 3; per participating reimbursable positions as described in Section, 2.4 of the General Conditions. All other Health benefits costs shall be included in the Management Fee. Nothing hereunder is intended to reduce or limit any obligation Contractor has to provide employee health insurance coverage under any union contract or applicable law. The Contractor shall, at any time the Authority so requests, certify to the Authority that Contractor is in compliance with this Section. The Contractor's obligation to maintain records, and the Authority's right to examine such records, shall include records relating to the employee health insurance required to be provided pursuant to this Section.

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.

GENERAL CONDITIONS (Continued)

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 **FIVE MILLION DOLLARS ($5,000,000.00)** 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 that **ONE HUNDRED THOUSAND DOLLARS ($100,000.00)** for injuries per person per occurrence, **THREE HUNDRED THOUSAND DOLLARS ($300,000.00)** in aggregate (Combined Single Limit) for injuries per occurrence, and **FIFTY THOUSAND DOLLARS ($50,000.00)** for property per accident, covering each motor vehicle operated on Authority property. Contractor acknowledges and agrees that, if the Contractor's employee operates a vehicle whether personally owned or company owned, then all such operations are within its employee's scope of employment regardless of who owns the vehicle.

5.7.1.1 Self-Insured Retention and Deductibles. Contractor's insurance policies shall not be subject to a self-insured retention or deductible exceeding $10,000, if the value of the Contract is less than $1,000,000, and not be subject to a self-insured retention or deductible exceeding $100,000, if the Contract is $1,000,000 or more, unless approved by the Authority's 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 Additional Insured Endorsement. Contractor agrees and shall cause the Authority and the City and their members (including, without limitation, members of the Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insureds under such policy or policies of commercial general and automobile liability insurance.

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

5.7.3 **Professional Liability Insurance.** 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 6.2 of these General Conditions, and said policies shall be in a form satisfactory to Authority. A properly completed and executed Certificate of Insurance on a form provided or approved by Authority (such as a current ACORD certificate of insurance) evidencing the insurance coverages required by this Section shall be furnished to the Authority upon the Contractor's execution of the Contract. The Contractor shall provide the Authority with at least thirty (30) days' prior written notice of any adverse material change in the Contractor's required insurance coverage. For purposes of this Section 5.7.10, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Contractor's self-insured retention. Prior to the expiration of any such policy, Contractor shall file with Authority a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, Contractor shall, within five (5) days after such cancellation or reduction in coverage, file with Authority a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by Authority. If Contractor fails to obtain or have such insurance reinstated, Authority may, if it so elects, and without waiving any other remedy it may have against Contractor, immediately terminate this Contract upon written notice to Contractor. The Authority's 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 **Two Million Dollars ($2,000,000.00)**.

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 **Two Million Dollars ($2,000,000.00)**, 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.

GENERAL CONDITIONS (Continued)

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, at the discretion of the Authority, 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.

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. DEFAULT AND TERMINATION:

9.1 In the event that:

9.1.1 the Contractor shall repeatedly fail (defined for this purpose as at least three (3) failures within any consecutive twelve (12) month period) to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract provided that notice of the first two (2) failures shall have been given to Contractor, but regardless whether or not Contractor shall have remedied any such failure); 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. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES:

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

14.1.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

14.1.2 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

14.1.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

14.1.4 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

14.1.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

14.1.6 Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

14.1.7 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

14.1.8 Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

14.1.9 The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

14.1.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

14.1.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

14.1.12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

15. FEDERAL FAIR LABOR STANDARDS ACT:

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

16. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970:

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

17. WHISTLE BLOWER REPORTING LINE:

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

GENERAL CONDITIONS (Continued)

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 CUSTOMER SERVICE AMBASSADORS

Table of Contents

SPECIFICATION

PART ONE - GENERAL

1.1 SCOPE OF WORK:

1.1.1 The Contractor shall provide all labor, supervision, management, administrative oversight, supplies, and all other items necessary or proper for, or incidental to, providing Customer Service Ambassador Services at the Orlando International Airport ("OIA"), in accordance with this Specification.

1.1.1.1 Contractor shall provide staff to perform customer service functions at OIA.

1.1.1.2 Contractor's staff shall provide accurate information and assistance to passengers, airport employees, visitors, and any other related customer service functions as directed by the AAR.

1.1.1.3 Contractor's staff shall interface with the airlines, concessions, Federal Agencies, all airport employees, and the general public.

1.1.1.4 Contractor's staff shall work rotating shifts, holidays, and weekends, as directed by the AAR.

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

1.3 WORK HOURS:

1.3.1 The Contractor shall perform work during normal operation hours, between 4:00 a.m. and 10:00 p.m., seven (7) days per week, three hundred sixty-five (365) days per year. Normal operations hours may change to support the Operation as needed.

1.3.2 The Authority may require the Contractor to perform work outside of normal operation hours (due to late flight arrivals, etc.). Scheduled hours for Contractor's staff shall be approved in advance by the AAR.

1.3.3 In the event an emergency condition is declared by the Authority's Chief Executive Officer, Chief Operation Officer, Director of Customer Experience or their respective designees, the Contractor will perform work during such hours as specified by the Authority.

1.4 <u>CONTRACTOR'S PERSONNEL</u>:

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 The Contractor shall engage employees who are literate in English. All Contractor and any Subcontractor employees who perform services pursuant to this Contract shall be able to read, write, speak and understand the English language.

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.

1.4.4.1 Drug and Alcohol Testing for Contractors shall be complete and returned back as clear for Each Employee to move forward in hiring.

1.4.4.2 Drug Testing: Contractor shall provide proof of Drug Testing checkson all employees for additional Drugs to include but is not limited to PCP, BZO, BAR, MTD, MDMA and OXY.

1.4.5 The first sixty (60) days of work after the Contractors initial training, shall constitute a Probationary Period during which period the Authority may, in its absolute discretion, request removal of employee(s) of Contractor for any reason without notice or cause.

1.4.6 Contractor shall transfer promptly from the airport any employee or employees that the Authority advises are not satisfactory, and replace such personnel with employees satisfactory to the Authority; but in no event shall Authority be responsible for monitoring or assessing the suitability of any employee or agent of Contractor. Unsatisfactory performance includes but not limited to: failure to perform assigned duties, unwillingness to follow assigned duties and assigned shifts, or does not report for assigned shifts. This may result in immediate removal of the employee at the discretion of the Authority.

1.4.7 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.

1.4.8 A valid Florida driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around Orlando International Airport. Each of the Contractor's motor vehicles brought onto the Authority's premises shall have the Contractor's business name and/or logo prominently displayed on both front doors of such vehicle.

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

1.4.10 The Contractor shall provide and maintain identifying uniforms for the Ambassadors and Supervisors. The uniforms shall be subject to prior approval by the Authority and consists of dress trousers, button-down shirts (long and short sleeve), ties, scarves, and vests. These items shall be not accessorized with personal items. All uniforms shall present a neat and professional appearance at all times. The Contractor shall not pass the costs of the uniforms along to the Contractor staff. The uniform program shall be approved by the Authority and is a Reimbursable Operating Expense.

1.4.11 The Contractor's employees engaged to perform work under this Contract should be regular, full-time personnel. The use of "short term temporary" or casual "day labor" personnel to perform the work will not be permitted, except as authorized by the Authority on a case-by-case basis in situations such as employee illness or disability, or unusually high traffic flow. This prohibition shall extend to the use of any temporary help or placement agencies. The Authority, on a case-by-case basis with the Authority's AAR written approval, may authorize part-time personnel.

1.4.12 The Contractor shall maintain a defined turnaround time of no longer than thirty (30) days from notice by the Authority for hiring or replacing of Ambassadors, Supervisors, Managers and Administrative Staff. The Contractor shall be responsible for hiring of additional Staff as requested by the Authority as the need arises to raise the staffing levels to cover daily operations. It is the Contractors' responsibility to find a suitable and timely replacement for any personnel departing from the Contractor.

1.4.13 The Contractor shall cooperate fully and to provide assistance to the Authority in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Ambassadors, or operations management. Any complaints or inquiries, shall have a written response no later than ten (10) days from written notification of an issue, and a copy provided to the AAR.

1.5 IDENTIFICATION AND ACCESS REQUIREMENT:

1.5.1 Contractor is required to conduct an employee background check, or require its subcontractors to perform an employee background check, in accordance with the requirements herein on each person proposed for employment at Orlando International Airport in connection with this Contract, if such person is an employee of Contractor or an employee of a subcontractor for whom Contractor is required under Section 1.5.7 below to sign the Authority's badge application ("Contractor Responsible Employees"). Such background check must be successfully completed prior to such person applying for an access control identification badge with the Authority. Each background check shall be performed to the following minimum requirements:

1.5.1.1 Each employee must provide a ten (10) year work history.

1.5.1.2 Contractor must confirm the last five (5) years of each employee's work history. Any gaps in employment of thirty (30) days or more during such five year period must be explained in writing by the employee and must be confirmed by Contractor through W-2s, student transcripts, medical records, or written references of stay-at-home situations from credible local persons such as pastors or priests (which reference must indicate personal knowledge of employee's general work history during the gap period).

1.5.1.3 Contractor must check each employee's criminal history for the immediately preceding five years, with such check to be conducted in each county where the employee has lived or worked in such five year period.

1.5.2 Contractor shall not present any Contractor Responsible Employee to the Authority's Access Control Office for badging if such person has any unexplained gaps in their work history, has a criminal record that would disqualify them from receiving an access control badge or has an unacceptable termination record.

1.5.3 The Authority will issue, for a fee, as stated below in Sections 1.5.4 and 1.5.5, to all Contractor Responsible Employees an identification badge that will display their picture, name, and other applicable information; and any key(s) required in the performance of the Contract, provided that such person meets the minimum criteria established to receive a badge. At all times while on airport property, the Contractor Responsible Employees are required to display such badges prominently on their uniforms in accordance with Authority's guidelines. Every new employee requiring unescorted access to a secure area of the airport must be electronically processed by the Authority's Access Control Office for a Criminal History Records Check and Security Threat Assessment before an identification badge is issued. In addition to this records check, the employee will be required to attend security training class (approximately 1 hour), and in the case of operating a vehicle on the Airport Operating Area (AOA) the employee will also be required to attend a driving safety class (approximately 1 hour); both training classes are provided by the Authority. The Contractor shall maintain, and shall require its subcontractors to maintain, a permanent record in its files of the background information, including drug screening tests, on all current and former employees who are utilized in the performance of this Contract and, when requested, shall provide such information to Authority, TSA, or such other entity as deemed appropriate by the Authority. The Contractor further agrees to perform, or require its subcontractors to perform, such additional employee background checks, fingerprinting, or other identification measures as may be required by any future security rules or applicable federal regulations.

1.5.4 Fees Associated with Identification Badges:

Security Background Check	$11.00
New Issue	$25.00
Renewal/Defaced	$25.00
Name Change	$25.00 (paid at time of issuance)
Addition	$25.00 (i.e. adding company name, driver, etc.)
Deletion	$25.00
Lost	$50.00
Stolen	No Charge with proper documentation
Fingerprinting	$27.00 (every two years)
AOA Vehicle Decal	$25.00 per vehicle

1.5.5 Fees Associated with Keys:

New Hard Key	$10.00
Lost Hard Key	$50.00

Note: No personal checks or credit card payments are accepted. Companies will be assessed a $100.00 fee for each non-returned identification badge and key.

1.5.6 Contractor must maintain all information described above for a period of four (4) years following expiration of this Contract. Such information is subject to audit by the Authority and must be sufficient in scope and detail to permit verification of compliance by Authority audit. Actual damages to the Authority resulting from a breach by Contractor of its obligations hereunder will be difficult or impossible to determine. As a result, Authority shall be entitled to recover liquidated damages of $250.00 for every Contractor Responsible Employee presented to the Authority for access control badging (a) for whom the above background check has not been completely and accurately performed, or (b) who should not have been presented per the above guidelines. The amount payable hereunder by Contractor is not a penalty, is in addition to any access control badging application fee paid by the employee and is payable whether or not such employee is issued an access control badge by the Authority.

1.5.7 Contractor must co-sign with the subcontractor all badge applications for any employee of a temporary employment agency engaged as a subcontractor to provide personnel to Contractor on this Contract. All employees provided by temporary employment agencies for this Contract shall be Contractor Responsible Employees. Before submitting a badge application for an employee provided on this Contract by a temporary employment agency, Contractor or the temporary employment agency must submit to the Authority's AAR for prior approval of such employee, a contract between the temporary employment agency and such employee reflecting an intended assignment of such employee to the Contract for the remaining duration of the Contract or the duration of the Contractor's need for such position.

1.6 ITEMS PROVIDED BY THE AUTHORITY:

1.6.1 The Authority will provide Contractor, at the Authority's sole cost, workspace as it determines to be reasonably necessary for the Contractor's operations in direct support of the management of the Customer Service Ambassador Services. The Authority reserves the right to relocate the office, storage, and support space at its sole discretion.

1.6.2 The Authority will provide to the Contractor, at the Authority's sole cost and expense, all utility services, excluding long distance telephone service, generally available in the Authority's premises and required by the Contractor to perform its obligations under this Contract.

1.6.3 The Authority will provide the Contractor with parking for the Contractor's employees while performing the work specified herein.

1.7 ON-SITE COMMUNICATIONS:

1.8.1 The Contractor shall provide at no cost to the Authority company provided cell phones for the Staff use to assist in the performance of their duties. It is estimated that a minimum of fifteen (15) cell phones will be needed for the operation. The number of company provided cell phones may increase as operationally required. Onsite Management, roamers, or any other locale that an Ambassador may work without a landline accessible, shall have a cell phone.

1.8.2 The Authority will provide an adequate number of Authority owned hand-held radios to be used by Contractor's personnel for designated positions. Contractor shall exercise reasonable care in the operation and use of the radios. The Authority will repair or replace any defective radios at Authority's expense. However, the Contractor will be obligated to pay for the maintenance of the radios and the costs of repair or replacement of any radios damaged, destroyed or lost by the Contractor or its employees, agents or subcontractors. Upon the termination of the Contract, Contractor shall return all radios to the Authority in the same condition as when received, except for reasonable wear and tear.

PART TWO - PRODUCTS

2.1 MATERIALS:

Not applicable.

SPECIFICATIONS (Continued)

PART THREE - EXECUTION

3.1 <u>PERFORMANCE REQUIREMENTS</u>:

3.1.1 Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract specifications and industry standards. 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 Contractor's personnel shall perform Work in a neat and professional manner, and in compliance with all Federal, State, and City of Orlando regulations and ANSI specs. OSHA rules and regulations shall be followed at all times.

3.1.3 The provision of Customer Service Ambassador Services personnel is to be coordinated with the AAR, who may be reached at (407) 825-3394, or designee.

3.1.4 The Authority will assign the areas throughout the Airport where the Contractor's staff personnel will perform their responsibilities.

3.1.5 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.

3.1.6 The Authority will provide the instructions and information to the Ambassadors and Supervisors, relative to the work described herein. The Contractor is responsible to ensure that the Ambassadors and Supervisors follow the Authority's direction and/or instruction and perform in accordance with these Specifications.

3.1.7 The Ambassadors and Supervisors shall direct, guide and assist passengers, visitors, and all airport employees by providing customer service related functions, and accurate information to any inquiries, as directed by the AAR in accordance with this Specification.

3.1.8 The Contractor shall advise the AAR, as soon as is practical, of any condition, which may adversely affect the Contractor's ability to provide Customer Service Ambassador Services.

3.1.9 The Contractor shall ensure that the Ambassadors and Supervisors report, ready to work, at the time and place specified by the AAR, with the Authority reserving the right to reject or request removal and replacement of any employee who fails to:

3.1.9.1 Perform assigned duties satisfactorily;

3.1.9.2 Dress appropriately for an assignment;

3.1.9.3 Comply with any federal, state, or local regulations;

3.1.9.4 Perform without disrupting the activities of the Authority and to which the Ambassadors and Supervisors are assigned; and

3.1.9.5 Perform in an acceptable manner in the judgment of the AAR.

3.2 CONTRACTOR'S RESPONSIBILITIES:

3.2.1 The Contractor shall attend all meetings after the commencement of the Contract as requested by the AAR.

3.2.2 At the end of the term of the Contract, including approved renewal options, the Contractor shall attend meetings before and after the expiration of the Contract if, upon expiration, another Contractor has been selected to provide Customer Services Ambassador Services.

3.2.3 Contractor assumes all liability with respect to the Ambassadors and Supervisors assigned to OIA if they are injured on Authority property.

3.3 KEY PERSONNEL:

3.3.1 Staffing – Contractor shall provide staff per the following requirements for each key position. The Authority shall have the right, in its sole discretion, to approve or reject Contractor's staff if the Authority advises in writing that such staff is objectionable to the Authority. Additionally, during the term of the Contract, the Authority may require that the Contractor promptly transfer from the Airport and replace the On-Site Manager, and/or Assistant Manager, if the Authority advises in writing that such manager is objectionable to the Authority. Contractor shall employ all persons necessary to Customer Service functions in accordance with the approved Staffing Schedule provided to the AAR. Contractor shall not deviate from the Staffing Schedule unless written approval has been previously granted by the AAR. Contractor shall increase or decrease its staffing at such times, in such amounts and manner, and for such durations as directed by the AAR.

3.3.2 On-Site Manager – The Contractor shall provide an On-Site Manager who shall carry out the day-to-day obligations of the Contractor under this Contract. The Authority requires the On-Site Manager be full-time, locally based and dedicated to the Authority's Customer Service Ambassador Services Contract. He/She shall devote time exclusively to managing Customer Service Ambassador Services Contract operation at the Airport, and have overall responsibility for the work to be performed by the Contractor under this Contract. The Contractor shall provide an On-Site Manager, five (5) days per week, eight (8) hours per day. The On-Site Manager shall be able to respond on-site at the Airport within sixty (60) minutes of a request from the Authority. The person designated by the Contractor as the On-Site Manager, and any replacement, shall be subject to the Authority's prior written approval. The Authority should be given a minimum of five (5) business days to review the applicant's and grant approval. The On-Site Manager shall be responsible for assuring the Authority that the work being performed by the Contractor is in accordance with this Contract.

3.3.2.1 The On-Site Manager shall have a minimum of three (3) years management experience, preferably with a Airport/Airline at an International Airport which demonstrates the experience and skills necessary to manage the work to be performed under this Contract.

3.3.2.2 The Contractor agrees that the Site Manager shall represent the Contractor in the performance of the Contractor's obligations under this Contract. All instructions and notices given by the Authority to the On-Site Manager shall be as binding as if given to the Contractor, and all statements made by such On-Site Manager shall be as binding as if made by the Contractor. The On-Site Manager and/or designee shall be available to the Authority at any time in the event an emergency condition is declared by the Authority's Chief Executive Officer or his designee. On-Site Manager shall be required to attend all meeting(s) as requested by the AAR, including but not limited to, a monthly Customer Service meeting with the AAR.

3.3.2.3 Because of the importance of management in the performance by the Contractor hereunder, the Contractor shall advise the Authority in writing of the name(s) and qualifications of any On-Site Manager five (5) days before bringing a substitute or replacement to the existing On-Site Manager. The Authority shall have the right, in its sole discretion, to approve or reject any new On-Site Manager selected by the Contractor. During the term of the Contract, Contractor shall promptly transfer from the Airport any On-Site Manager if the Authority advises in writing that such manager is not acceptable to the Authority.

3.3.2.4 The Site Manager shall be able to perform the duties of the Assistant Manager, Supervisor and Administrative Staff.

3.3.2.5 If the Contractor fails to provide a permanent Site Manager for a period exceeding thirty (30) calendar days, the Authority reserves the right to deduct $300.00 per day from the Management Fee. The deductions should start on the thirty first (31st) day at the discretion of the Authority.

3.3.3 Assistant Manager – The Contractor shall provide a minimum of one (1) Assistant Manager who shall assist the On-Site Manager in the Contractor's operations at the Airport, under the direction of the On-Site Manager. The Authority requires the Assistant Manager be full-time, locally based, and dedicated to the Authority's Customer Service operation, devoting his/her time exclusively to assisting the On-Site Manager. The Assistant Manager shall work five (5) days per week, eight (8) hours per day. The Assistant Manager shall be able to respond on-site at the Airport within sixty (60) minutes of a request from the Authority.

3.3.3.1 The Assistant Manager shall possess a minimum of two (2) years managing experience preferably Airport/Airline at an International Airport which demonstrates the experience and skills necessary to manage the work to be performed under this Contract. The Assistant

Manager, and any replacement, shall be subject to the Authority's prior written approval.

3.3.3.2 The Assistant Manager shall be able to perform the duties of the On-Site Manager, Supervisors and Administrative Staff.

3.3.3.3 If the Contractor fails to provide a minimum one (1) Assistant Manager for a period exceeding thirty (30) calendar days, the Authority reserves the right to deduct $250.00 per day per person from the Management Fee. The deductions should start on the thirty first (31st) day at the discretion of the Authority.

3.3.4 Administrative Staff – The Contractor shall provide a minimum of one (1) Administrative Staff, who shall work five (5) days per week (Monday through Friday), eight (8) hours per day (8:00 a.m. to 5:00 p.m.) at the Airport to support the administrative requirements of the Contract, and devote his/her time exclusively to providing administrative support to the On-Site Manager and the Assistant Manager for the work performed for this Contract. Administrative Staff duties include, but not limited to, payroll, customer service, records management, invoices and any other administrative duties deemed necessary for the performance of this Contract.

3.3.4.1 If the Contractor fails to provide a minimum one (1) Administrative Staff employees for a period exceeding thirty (30) calendar days, the Authority reserves the right to deduct $175.00 per day per person from the Management Fee. The deductions should start on the thirty first (31st) day at the discretion of the Authority.

3.3.5 Supervisors – The Contractor shall provide on-site supervision of the Ambassadors under the direction of the On-Site Manager. The Supervisors shall be able to perform the duties of the Ambassadors (as specified in Section 3.3 above), and shall also exhibit the following experience requirements:

3.3.5.1 A minimum of one (1) year of experience in a supervisory capacity involving customer service work;

3.3.5.2 Ability to provide passengers, visitors, and airport employees with vital information regarding incidents, airline delays, and emergencies;

3.3.5.3 Problem-solving capabilities when situations arise that impact the airport, passengers, visitors, and other airport employees; and

3.3.5.4 Strong written communication skills for daily record keeping of all inquiries and data requested.

3.3.5.5 The Contractor agrees that the Supervisors shall represent the Contractor in the performance of the Contractor's obligations under this Contract. All instructions and notices given by the Authority to the Supervisors shall be as binding as if given to the Contractor.

3.3.5.6 Supervisors shall be required to attend scheduled meetings when required by the AAR.

3.3.5.7 Replacement of any Supervisors shall be subject to the Authority's prior written approval.

3.3.6 Customer Service Leads - The Contractor shall provide Customer Service Leads. Customer Service Leads shall, at a minimum, exhibit the following capabilities:

3.3.6.1 Must have strong customer service communication skills, including being fluent in English, with multi-language skills such as Portuguese, French, German, Russian, Italian, Chinese, etc.;

3.3.6.2 Must have a clear, speaking voice;

3.3.6.3 Must have the ability to greet all passengers, visitors, and airport employees in a friendly and professional manner;

3.3.6.4 A calm demeanor at all times, especially when faced with stressful situations;

3.3.6.5 Must be able to stand and walk for extended periods of time;

3.3.6.6 Must have, as a minimum education requirement, a high school diploma, or GED equivalency;

3.3.6.7 Must be able to provide evidence of a minimum of two (2) years of experience in a customer service position, preferably in a medium-to-large airport or other similar setting;

3.3.6.8 Must have a familiarity with Orlando, the area attractions, and the surrounding areas; and

3.3.6.9 Must have computer skills as required to perform the customer service functions.

3.3.7 Customer Service Ambassadors – The Contractor shall provide Customer Service Ambassadors that shall, at a minimum, exhibit the following capabilities:

3.3.7.1 Must have strong customer service communication skills, including being fluent in English, with multi-language skills such as Portuguese, French, German, Russian, Italian, Chinese, etc.;

3.3.7.2 Must have a clear, speaking voice;

3.3.7.3 Must have the ability to greet all passengers, visitors, and airport employees in a friendly and professional manner;

3.3.7.4 A calm demeanor at all times, especially when faced with stressful situations;

3.3.7.5 Must be able to stand and walk for extended periods of time;

3.3.7.6 Must have, as a minimum education requirement, a high school diploma, or GED equivalency;

3.3.7.7 Must be able to provide evidence of a minimum of One (1) years of experience in a customer service position, preferably in a medium-to-large airport or other similar setting;

3.3.7.8 Must have a familiarity with Orlando, the area attractions, and the surrounding areas; and

3.3.7.9 Must have computer skills as required to perform the customer service functions.

3.3.8 The Authority shall have final approval of any personnel assigned by the Contractor for performance of this Contract and Language Assessment testing by the Contractor, and an Authority approved third party Contractor.

3.3.9 Contractor may be asked to provide staff to perform other Customer Service functions at other locations as requested by the AAR.

3.4 TRAINING

3.4.1 The Contractor shall provide complete customer service training to the staff assigned to OIA. The Authority shall review and approve of the training curriculum prior to implementation. Staff shall also attend the Authority's provided training as required. Contractor must maintain reporting of all training completed.

3.4.2 The Contractors management and supervisory staff shall be responsible for Safety, Employee Training and Quality Assurance Program which includes the following:

3.4.1.1 Inspect, evaluate and monitor operations and processes in working areas to ensure compliance with safety regulations, Authority safety procedures and industry standards.

3.4.1.2 Be responsible for ensuring all performed services meet the established standard of quality service and performance.

3.4.1.3 Develop and administer all training. Identify training needs and organize training to meet quality standards.

3.4.1.4 Develop and implement Quality Assurance and Quality Control Programs.

3.5 PERFORMANCE STANDARDS/DEDUCTIONS:

3.5.1 Contractor shall be required to meet or exceed certain performance standards in its management of this Contract at OIA. To ensure that performance standards are met, the Authority may assess deductions to the monthly Management Fee, at the discretion of the AAR, if such performance is not met. The determination as to whether performance has been adequately met shall be at the reasonable discretion of the AAR. The AAR shall issue a written notice to the Contractor when any of the performance standards are not met.

3.5.2 The Authority will provide the Contractor a monthly report that lists any Performance Deduction(s). The performance areas for which a deduction in the monthly payment may result, the standards for such performance areas, and the amounts of any monthly decrease in payment are as follows:

3.5.1.1 Unstaffed Assigned positions: For any assigned position found to be unstaffed, the AAR may, in its sole discretion, apply the following deduction(s):

More than three (>3) per month = A $250 deduction for the fourth (4th) incident and a $250 deduction for each additional incident.

3.5.1.2 Customer Complaint: For any valid written or verbal complaint received by the Authority for a situation that, in the sole discretion of the AAR, is directly caused by Contractor or its staff, the AAR may, in its sole discretion, apply the following deduction(s):

More than Five (>5) per month = A $250 deduction for the sixth (6th) Customer Complaint and a $250 deduction for each additional Customer Complaint.

3.5.1.3 Unclean Condition: For any unclean condition of booth/office/area assigned, or shared space assigned to the Contractor, for which the Contractor is responsible for maintaining in a clean, neat, and presentable manner (as defined in Specification 3.2), the AAR may, in its sole discretion, apply the following deduction(s):

More than two (>2) per month per location/incident for Contractor's assigned space = A $250 deduction for the third (3rd) Unclean Condition and a $250 deduction for each additional Unclean Condition.

3.6 REPORTS:

3.6.1 The Contractor shall provide reports on a daily, weekly, or monthly basis, as requested by the AAR. The reports shall include, but not be limited to, the scheduled hours and actual hours worked, the quality of performance, and the services provided by the Ambassadors and Supervisors.

3.6.2 Contractor is required to have an electronic attendance system for all the reimbursable positions under this Contract.

SPECIFICATIONS (Continued)

3.7 USE OF PREMISES:

During the progress of the work specified herein, the Contractor shall keep the premises free from accumulation of waste materials and other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials and debris from and about the premises. The Authority reserves the right to inspect work areas at any time.

3.8 SAFETY AND PROTECTION:

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

SPECIFICATIONS (Continued)

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