



GREATER ORLANDO AVIATION AUTHORITY

INVITATION FOR BIDS

PURCHASING BID 10-21

**FEDERAL INSPECTION STATIONS
CUSTOMER SERVICE AND SUPPORT STAFF SERVICES**

ORLANDO INTERNATIONAL AIRPORT

ORLANDO, FLORIDA

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FEDERAL INSPECTION STATIONS
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ADDENDUM NO. 1
TO
PURCHASING BID 10-21
FEDERAL INSPECTION STATIONS
CUSTOMER SERVICE AND SUPPORT STAFF SERVICES
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA

November 24, 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 1 and Page BF-9 with corrected Page 1 and Page BF-9. Bid opening has been modified from November 30, 2020 at 3:00 p.m. to December 1, 2020 at 3:00 p.m.
- ITEM 2: Replace Page IB-11 with corrected Page IB-11. Section 25.9 has been modified from 17% to 22%.
- ITEM 3: Attachment 1 has been added to this Addendum. This document shows examples of uniforms.
- ITEM 4: Attachment 2 has been added to this Addendum. This document details the current contract pricing for the entire term.
- ITEM 5: Attachment 3 has been added to this Addendum. This document details the Pre-Bid attendance.
- ITEM 6: Question: Is a Florida issued business license sufficient licensing for this contract or are we required to also have a security license issued by the State of Florida?
- Answer: A security license is not required for this contract.
- ITEM 7: Question: Our company has an officer that holds a license to perform security services in the state of Florida through our sister company. Will that qualify us to respond to this bid?
- Answer: The minimum responsibility criteria for this Contract is located on Page IB-7 section 14.3.
- ITEM 8: Question: Will the Airport Authority please consider providing an extension to the due date due to the Thanksgiving Holiday?
- Answer: See item 1.
- ITEM 9: Question: What is the cause and motivation for issuing two tenders for Customer Service Ambassadors in the same year?

Answer: Bid document 01-16 is a different contract with different specifications.

ITEM 10: Question: In regards to the Letter of Intent/Affirmation MWBE. Can one or both of the signatures be electronic or a copy?

Answer: The Authority will allow electronic signature or copy of both signatures on the MWBE Intent/Affirmation form.

ITEM 11: Question: Annual billable hours for each category at the time of award?

Answer: See Item 3.

ITEM 12: Question: Award date(s)?

Answer: Purchasing Bid 10-21 is set to be awarded on or about February 1, 2021.

ITEM 13: Question: Bid tabulation from current award?

Answer: See Item 3.

ITEM 14: Question: Current annual billable hours?

Answer: The estimates hours for Purchasing Bid 10-21 have been reduced due to the current COVID-19 situation. The current billable hours from October 1, 2019 thru September 30, 2020 are:

FIS Agents –	60,168
FIS Ambassadors –	42,934
Support Staff –	59,045
Supervisor –	15,029
Manager –	2,040

ITEM 15: Question: Current billing rates?

Answer: See Item 3.

ITEM 16: Question: During the evaluation process, are additional points awarded to firms who are or have Minority Business Enterprise (MBE) partners?

Answer: Purchasing Bid 10-21 is an invitation for bid not an RFP. No points are awarded for the level of participation. You are required to meet the MWBE requirements set on the Bid Documents.

ITEM 17: Question: Hourly billing rates for each category at the time of award?

Answer: See Item 3.

ITEM 18: Question: How many employees currently work under this contract?

Answer: The current contractor employs 85 employees. This number reflects a reduced workforce due to the COVID-19 situation.

- ITEM 19: Question: How many vendors will be awarded as a result of this solicitation?
- Answer: It is the Authority's intent to award this Contract to one vendor.
- ITEM 20: Question: How much is intended to be spent once the contract is awarded?
- Answer: This Contract covers timeframes that crosses fiscal years. The budget for fiscal year 2020-2021 is \$3.4 million dollars and fiscal year 2021-2022 budget has not been set as of today. This number reflects the current COVID-19 situation. The fiscal year starts on October 1st.
- ITEM 21: Question: How much was spent (dollar value) on this service last year?
- Answer: The actual amount spent on the current contract for the period of October 1, 2019 through September 30, 2020 (fiscal year) is \$3,202,979.53.
- ITEM 22: Question: Present vendor(s)?
- Answer: Baggage Airlines Guest Services, Inc.
- ITEM 23: Question: Prevailing/Living wage requirements at time of award?
- Answer: Any changes to the prevailing/living wages laws will be reflected on the Contract with an Amendment.
- ITEM 24: Question: What is the current budget for the contract?
- Answer: See Item 20.
- ITEM 25: Question: In regards to Specification 1.6.3 (page 75 of 81) please can you confirm if the Authority will charge the Bidder for employee parking?
- Answer: Parking is provided at no cost to the Contractor at the Employee Parking Lot.
- ITEM 26: Question: In regards to Specification 1.6.1 (page 75 of 81) please can you provide details on the size(s) of the office(s) and if they are equipped with any furniture, lockers etc.
- Answer: The Authority will provide adequate office space at the terminal for the Contractor and break rooms at both airside. The Contractor is responsible to supply office equipment, furniture and lockers. The Authority reserves the right to relocate the office, storage and support space at its sole discretion.
- ITEM 27: Question: In regards to Specification 1.4.9.2 (page 73 of 81) please can you provide a copy of "Attachment 1" as it was not included in the documentation?
- Answer: See item 4.

ITEM 28: Question: The required hours indicated in the Bid Prices sheets increase annually. Is the increase in hours due to the anticipated opening of the South Terminal Complex in the spring of 2022?

Answer: The numbers show an increase due to the anticipated growth in passenger activity for the current Federal Inspection Stations.

ITEM 29: Question: Is there a list of MBE's that are available and are interested in partnering?

Answer: The Authority accepts firms or MWBE's certified by the following agencies:

GOAA Business Diversity Management System -
<https://goaa.diversitycompliance.com/?TN=goaa>

Orange County -
<http://apps.ocfl.net/orangebids/minorityvendorlisting/default.asp>

City of Orlando - <https://cityoforlando.mwdbe.com/>

FDOT -
<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

Office of Supplier Diversity (OSD) -
<https://osd.dms.myflorida.com/directories>

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



11/24/20

Vlad Opreanu, CPPB
Senior Purchasing Agent

Date

ATTACHMENT 1 **EXAMPLES OF FIS AMBASSADOR UNIFORMS**



- Fully lined
- Matching front buttons
- Four front buttons
- Brass buttons on red vest
- Two functional front welt pockets
- Inside pocket
- Machine washable
- Sizes XS – 3XL
- [Care details](#)

Sizing Chart (click to view):
K - Women's Alpha Shirts
and Vests

Available Colors (Color code indicated below swatch)



007 - navy 010 - black 012 - red 013 - burgundy 017 - dark navy



Details

Men's Basic Economy Vest

Style: 4490

- 100% Polyester
- Fully lined
- Self fabric back
- Brass buttons on red vest
- Two functional welt front pockets
- Inside pocket
- Machine washable
- Tall sizes available
- Regular, S – 3XL
- Tall, L – 5XL
- [Care details](#)

Sizing Chart (click to view):

I - Men's Vests

Available Colors (Color code indicated below swatch)



007 - navy 010 - black 012 - red 013 - burgundy 017 - dark navy



Details

Men's Diamond Brocade Vest

Style: 4390

- 100% Polyester
- Fully lined
- Lining back with adjustable back strap
- Two inside pockets
- Sizes S – XXL
- [Care details](#)

[Sizing Chart \(click to view\):](#)

I - Men's Vests

Available Colors (Color code indicated below swatch)



010 - black

013 - buroundv

048 - gold



Details

Women's Diamond Brocade Vest

Style: 7390

- 100% Polyester
- Fully lined
- Lined back with adjustable back strap
- Two inside pockets
- Sizes XS – 3XL
- [Care details](#)

[Sizing Chart \(click to view\):](#)

K - Women's Alpha Shirts and Vests

Available Colors (Color code indicated below swatch)



010 - black

013 - buroundv

048 - gold

ATTACHMENT 2 - Previous Contract Pricing

BIDDER: Baggage Airline Guest Services Inc.

**BID PRICES
FEDERAL INSPECTION STATIONS
CUSTOMER SERVICE AND SUPPORT STAFF SERVICES**

YEAR ONE

POSITION	BILLABLE LABOR RATE*	(X)	ESTIMATED ANNUAL HOURS**	(=)	EXTENSION
A. FIS Agents (min. Hourly Rate - \$11.35)	\$ <u>15.41</u>	X	58,240	=	\$ <u>897,478.40</u>
B. FIS Ambassadors (min. Hourly Rate - \$13.95)	\$ <u>18.84</u>	X	43,680	=	\$ <u>822,931.20</u>
C. FIS Support Staff (min. Hourly Rate - \$10.25)	\$ <u>14.43</u>	X	58,240	=	\$ <u>840,403.20</u>
D. Supervisors	\$ <u>20.23</u>	X	12,480	=	\$ <u>252,470.40</u>
E. On-Site Manager	\$ <u>24.19</u>	X	2,080	=	\$ <u>50,315.20</u>
TOTAL YEAR 1 BID PRICE					\$ <u>2,863,598.40</u> ✓ (Enter Total Here and on Page BF-13)

* The Bidder's Billable Labor Rates shall include, but not be limited to, the wages paid to all the FIS Agents, FIS Ambassadors, FIS Support Staff, Supervisors, and On-Site Manager, its portion of social security taxes, unemployment taxes and all other compulsory payroll taxes, worker's compensation insurance costs, uniform costs, costs of any health insurance, costs for ID badges and keys, and any other fringe benefits provided to employees, costs of bonds and insurance coverages, travel costs, training costs, other overhead costs, profit margin, and any other costs or fees the Bidder would expect to receive or recover from the Authority in performing applicable FIS Customer Service and Support Staff Services.

**The number of hours per year has been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the number of hours to differ from the estimates. The Authority has no obligation to request any number of hours or to require the use of any particular number of hours. 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 Billable Labor Rates provided in the successful Bidder's Bid for the services and materials actually requested by the Authority and satisfactorily provided by the Contractor.

BID PRICES
FEDERAL INSPECTION STATIONS
CUSTOMER SERVICE MANAGEMENT

YEAR TWO

POSITION	BILLABLE LABOR RATE*	(X)	ESTIMATED ANNUAL HOURS**	(=)	EXTENSION
A. FIS Agents (min. Hourly Rate - \$11.60)	\$ <u>15.74</u>	X	58,240	=	\$ <u>916,697.60</u>
B. FIS Ambassadors (min. Hourly Rate - \$14.20)	\$ <u>19.17</u>	X	43,680	=	\$ <u>837,345.60</u>
C. FIS Support Staff (min. Hourly Rate - \$10.50)	\$ <u>14.85</u>	X	58,240	=	\$ <u>864,864.00</u>
D. Supervisors	\$ <u>20.23</u>	X	12,480	=	\$ <u>252,470.40</u>
E. On-Site Manager	\$ <u>24.19</u>	X	2,080	=	\$ <u>50,315.20</u>
TOTAL YEAR 2 BID PRICE					\$ <u>2,921,692.80</u> ✓ (Enter Total Here and on Page BF-13)

* The Bidder's Billable Labor Rates shall include, but not be limited to, the wages paid to all the FIS Agents, FIS Ambassadors, FIS Support Staff, Supervisors, and On-Site Manager, its portion of social security taxes, unemployment taxes and all other compulsory payroll taxes, worker's compensation insurance costs, uniform costs, costs of any health insurance, costs for ID badges and keys, and any other fringe benefits provided to employees, costs of bonds and insurance coverages, travel costs, training costs, other overhead costs, profit margin, and any other costs or fees the Bidder would expect to receive or recover from the Authority in performing applicable FIS Customer Service and Support Staff Services.

**The number of hours per year has been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the number of hours to differ from the estimates. The Authority has no obligation to request any number of hours or to require the use of any particular number of hours. 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 Billable Labor Rates provided in the successful Bidder's Bid for the services and materials actually requested by the Authority and satisfactorily provided by the Contractor. .

**BID PRICES
FEDERAL INSPECTION STATIONS
CUSTOMER SERVICE MANAGEMENT**

YEAR THREE

POSITION	BILLABLE LABOR RATE*	(X)	ESTIMATED ANNUAL HOURS**	(=)	EXTENSION
A. FIS Agents (min. Hourly Rate - \$11.85)	\$ <u>16.07</u>	X	58,240	=	\$ <u>935,916.80</u>
B. FIS Ambassadors (min. Hourly Rate - \$14.45)	\$ <u>19.50</u>	X	43,680	=	\$ <u>851,760.00</u>
C. FIS Support Staff (min. Hourly Rate - \$10.75)	\$ <u>15.26</u>	X	58,240	=	\$ <u>888,742.40</u>
D. Supervisors	\$ <u>20.23</u>	X	12,480	=	\$ <u>252,470.40</u>
E. On-Site Manager	\$ <u>24.19</u>	X	2,080	=	\$ <u>50,315.20</u>
TOTAL YEAR 3 BID PRICE					\$ <u>2,979,204.80</u> ✓ (Enter Total Here and on Page BF-13)

* The Bidder's Billable Labor Rates shall include, but not be limited to, the wages paid to all the FIS Agents, FIS Ambassadors, FIS Support Staff, Supervisors, and On-Site Manager, its portion of social security taxes, unemployment taxes and all other compulsory payroll taxes, worker's compensation insurance costs, uniform costs, costs of any health insurance, costs for ID badges and keys, and any other fringe benefits provided to employees, costs of bonds and insurance coverages, travel costs, training costs, other overhead costs, profit margin, and any other costs or fees the Bidder would expect to receive or recover from the Authority in performing applicable FIS Customer Service and Support Staff Services.

**The number of hours per year has been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the number of hours to differ from the estimates. The Authority has no obligation to request any number of hours or to require the use of any particular number of hours. 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 Billable Labor Rates provided in the successful Bidder's Bid for the services and materials actually requested by the Authority and satisfactorily provided by the Contractor.

ATTACHMENT 2 - Previous Contract Pricing

ATTACHMENT "A-4"

**BID PRICES
FEDERAL INSPECTION STATIONS
CUSTOMER SERVICE AND SUPPORT STAFF SERVICES**

POSITION	MINMUM POSITION PAY RATE	BILLABLE LABOR RATE*	(X)	ESTIMATED ANNUAL HOURS	(=)	EXTENSION
A. FIS Agents	\$12.23	\$16.58	X	87,360	=	\$1,448,429
B. FIS Ambassadors	\$14.91	\$20.12	X	79,040	=	\$1,590,285
C. FIS Support Staff	\$11.09	\$15.75	X	74,880	=	\$1,179,360
D. Supervisors	--	\$20.88	X	18,720	=	\$390,873
E. On-Site Manager	--	\$24.96	X	2,080	=	\$51,917

TOTAL ESTIMATED VALUE FOR OPTION YEAR 1	\$4,660,864
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* The Bidder's Billable Labor Rates shall include, but not be limited to, the wages paid to all the FIS Agents, FIS Ambassadors, FIS Support Staff, Supervisors, and On-Site Manager, its portion of social security taxes, unemployment taxes and all other compulsory payroll taxes, worker's compensation insurance costs, uniform costs, costs of any health insurance, costs for ID badges and keys, and any other fringe benefits provided to employees, costs of bonds and insurance coverages, travel costs, training costs, other overhead costs, profit margin, and any other costs or fees the Bidder would expect to receive or recover from the Authority in performing applicable FIS Customer Service and Support Staff Services.

ATTACHMENT 2 - Previous Contract Pricing

ATTACHMENT "A-5"

**BID PRICES
FEDERAL INSPECTION STATIONS
CUSTOMER SERVICE AND SUPPORT STAFF SERVICES**

POSITION	MINMUM POSITION PAY RATE	BILLABLE LABOR RATE*	(X)	ESTIMATED ANNUAL HOURS	(=)	EXTENSION
A. FIS Agents	\$12.60	\$17.08	X	93,600	=	\$1,598,688
B. FIS Ambassadors	\$15.36	\$20.72	X	79,040	=	\$1,637,709
C. FIS Support Staff	\$11.43	\$16.22	X	79,040	=	\$1,282,029
D. Supervisors	--	\$21.51	X	18,720	=	\$402,667
E. On-Site Manager	--	\$25.71	X	2,080	=	\$53,477

TOTAL ESTIMATED VALUE FOR OPTION YEAR 2	\$4,974,570
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* The Bidder's Billable Labor Rates shall include, but not be limited to, the wages paid to all the FIS Agents, FIS Ambassadors, FIS Support Staff, Supervisors, and On-Site Manager, its portion of social security taxes, unemployment taxes and all other compulsory payroll taxes, worker's compensation insurance costs, uniform costs, costs of any health insurance, costs for ID badges and keys, and any other fringe benefits provided to employees, costs of bonds and insurance coverages, travel costs, training costs, other overhead costs, profit margin, and any other costs or fees the Bidder would expect to receive or recover from the Authority in performing applicable FIS Customer Service and Support Staff Services.

**GREATER ORLANDO AVIATION AUTHORITY
PRE-BID CONFERENCE
PURCHASING BID 10-21
FEDERAL INSPECTION STATIONS
CUSTOMER SERVICE AND SUPPORT STAFF SERVICES
ORLANDO, FLORIDA**

**November 18, 2020
10:00 a.m.**

MW BE/ LD B*	NAME	COMPANY NAME	MAILING ADDRESS	PHONE NO.	FAX NUMBER
				E-MAIL ADDRESS	
	Vlad Opreanu	GOAA		407-825-6427	
				vlad.opreanu@goaa.org	
	Rasha Al Khalil	GOAA		407-825-6420	
				rasha.alkhalil@goaa.org	
	Abdu El-Barodi	GOAA		407-825-2606	
				AEIBaroudi@goaa.org	
	Kevin Toth	GOAA		407-825-2213	
				kevin.toth@goaa.org	
	Orlando Santiago	GOAA		407-825-7134	
				osantiago@goaa.org	
	Jose Miranda	BAGS		863-582-1577	
				jmiranda@maketraveleasier.com	
	Steve Antonio	BAGS		407-488-9494	
				santonio@maketraveleasier.com	
	Eric Hamilton	Menzies Aviation		(407) 810-3903	
				eric.hamilton@johnmenzies.aero	
	Mauricio Sampedro	Menzies Aviation		(407) 209-8137	
				mauricio.sampedro@johnmenzies.aero	

IFB 10-21 FEDERAL INSPECTION STATIONS CUSTOMER SERVICE AND SUPPORT STAFF SERVICES

MW BE/ LD B*	NAME	COMPANY NAME	MAILING ADDRESS	PHONE NO.	FAX NUMBER
				E-MAIL ADDRESS	
	Magaly Ruiz	Menzies Aviation		(407) 825-4134	
				magaly.ruiz@johnmenzies.aero	
	Evelyn Looney	A & Associates		888-402-2950	
				evelyn@associatestaffing.com	
	Kris Riedell	A & Associates		561-533-5303	
				kris@associatestaffing.com	
	Izabela Andres	A & Associates		407-858-9080	
				izabela@associatestaffing.com	
	Patricia Lavelle	Airport Terminal Services		314-422-3235	
				plavelle@atsstl.com	
	Chase Allen	Unifi Services		954-579-8719	
				chasenallen@unifiservice.com	
	Minnetta Pass	Unifi Services			
	Tim Fisher	Prospect Airport Services		650-333-5931	
				tim.fisher@prospectair.com	
	John Voyles	Prospect Airport Services		847-299-3636	
				corporate@prospectair.com	
	Ian Craft	Menzies Aviation		469-281-8356	
				ian.craft@menziesaviation.com	
	James Buck	Southeast Airport Services		407-420-8633	
				jbuck13289@aol.com	

*Please put a ✓ if you are an MWBE/LDB certified company

IFB 10-21 FEDERAL INSPECTION STATIONS CUSTOMER SERVICE AND SUPPORT STAFF SERVICES

MW BE/ LD B*	NAME	COMPANY NAME	MAILING ADDRESS	PHONE NO.	FAX NUMBER
				E-MAIL ADDRESS	
	Jim Zachary	Southeast Airport Services		407-420-8633	
				jzacharyprotect@gmail.com	
	Joseph Murphy	SecurAmerica		404-926-4222	
				jmurphy@securamericallc.com	
	Tracy Fuller	ACTS		773-234-5931	
				tfuller@acts-sec.com	
	Mauricio Sampedro				
	Tony Dimarco				
				dimarcot@ermc2.com	

*Please put a ✓ if you are an MWBE/LDB certified company

INVITATION FOR BIDS
GREATER ORLANDO AVIATION AUTHORITY
PURCHASING BID 10-21
FEDERAL INSPECTION STATIONS
CUSTOMER SERVICE AND SUPPORT STAFF SERVICES

Sealed Bids for **Purchasing Bid 10-21, Federal Inspection Stations (FIS) Customer Service and Support Staff Services**, at the Orlando International Airport, will be received by the Greater Orlando Aviation Authority, hereinafter called "Authority."

The proposed Contract will be to furnish all labor, supervision, management and administrative oversight, materials, supplies, equipment, and all other items necessary or proper for, or incidental to, performing Federal Inspection Stations ("FIS") Customer Service and Support Staff 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 February 1, 2021, 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 Wednesday, November 4, 2020, 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 10:00 a.m., Wednesday, November 18, 2020, at the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338. Bidders may attend in person or via a GoToMeeting.

<https://www.gotomeet.me/DeniseSchneider6/b10-21-prebid-meeting>

DIAL IN FOR AUDIO (REQUIRED):
United States (Toll Free): 1 877-309-2073
Access Code: 126-497-205

If participating, Bidders are respectfully requested to RSVP to goaa.org with their company name and contact information. 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., December 1, 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 10-21, Federal Inspection Stations (FIS) Customer Service and Support Staff Services, at the Orlando International Airport. Five (5) additional copies of the Bid should also be included with the original Bid. The original Bid shall be submitted in hard copy format and clearly marked "Original."** Additionally, an exact electronic copy of the Bid should be included with the Original Bid on an individual electronic USB Flash Drive.

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

The Bidder awarded the Contract must provide a Performance Bond or Letter of Credit within ten (10) business days after written notice of such award, completed on the Authority's forms provided in this package and satisfactory to the Authority, having a penal sum equal to **One Million Dollars (\$1,000,000.00)**, 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) participation requirement. The Participation Goal for this Contract will be 22% 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 readvertise for Bids. The Authority also reserves the right to extend the date and time period during which it will accept Bids and to extend the date or time scheduled for the opening of Bids.

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

The Owner ("Authority"), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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

GREATER ORLANDO AVIATION AUTHORITY

INSTRUCTIONS TO BIDDERS

1. INTENT:

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

2. GENERAL:

- 2.1 This Contract will be to furnish all labor, supervision, management and administrative oversight, materials, supplies, equipment, and all other items necessary or proper for, or incidental to, performing Federal Inspection Stations ("FIS") Customer Service and Support Staff 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 February 1, 2021, and with Authority having options to renew the Contract for two (2) additional periods of one (1) year each upon the same terms and conditions, except compensation to the Contractor which shall be established by negotiation between the parties, subject to the limitations stated below. The option years compensation will be based on the annual unit prices. If the parties cannot successfully negotiate pricing for any renewal option year, the Authority may exercise its option to renew the Contract for such option year at the maximum prices described below. The compensation due to the Contractor in the first renewal option year, if exercised, may not exceed the annual unit prices for the immediately preceding year, increased by a percentage that equals the percentage, if any, by which the Consumer Price Index, United States City Averages, Urban Wage Earners and Clerical Workers (CPI-W), All Items (1982-84=100) ("CPI") published from time to time by the United States Bureau of Labor Statistics in effect as of the end of the thirtieth (30th) month of the Contract term exceeds the CPI in effect as of the end of the eighteenth (18th) month of the Contract term. The Compensation due to the Contractor in the second renewal option year, if exercised, may not exceed the annual unit prices for the immediately preceding year, increased by a percentage that equals the percentage, if any, by which the CPI in effect as of the end of the forty-second (42nd) month of the Contract term exceeds the CPI in effect as of the end of the thirtieth (30th) month of the Contract term.
- 2.3 The Contract work shall not be divisible, but shall be awarded, if an award is made, to a single 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 FIS Customer Service and Support Staff Services 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.

INSTRUCTIONS TO BIDDERS (Continued)

- 2.6 Each Bidder shall provide on Page BF-10 its Billable Labor Rates for Year 1 for the following: (A) FIS Agents, (B) FIS Ambassadors, (C) Support Staff, (D) Supervisors, (E) Administrative Assistant, and (F) On-Site Manager. The Bidders shall then multiply the Billable Labor Rate for each line item by the Estimated Annual Hours for lines "A" through "F", and enter the product of each calculation without further adjustment or modification, in the applicable "Extension" column at the right-hand side of the page. Bidder shall perform these same calculations for Year 2 on Page BF-11, and for Year 3 on Page BF-12.

NOTE: The Bidder's Billable Labor Rates shall include, but not be limited to, the wages paid to all the FIA Agents, FIS Ambassadors, Support Staff, Supervisors, Administrative Assistant and On-Site Manager, its portion of social security taxes, unemployment taxes and all other compulsory payroll taxes, worker's compensation insurance costs, uniform costs, costs of any health insurance, costs for ID badges and keys, and any other fringe benefits provided to employees, costs of bonds and insurance coverages, travel costs, training costs, other overhead costs, profit margin, and any other costs or fees the Bidder would expect to receive or recover from the Authority in performing applicable FIS Customer Service and Support Staff Services.

- 2.7 Each Bidder shall then add the Extension column for each line items (A through F) and enter the sum for Years 1, 2, and 3 on the appropriate space marked "Total Year 1 Bid Price" on Page BF-10 and on Page BF-13; "Total Year 2 Bid Price" on Page BF-11 and on Page BF-13; and "Total Year 3 Bid Price" on Page BF-12 and on Page BF-13.
- 2.8 Each Bidder shall then add the 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 on Page BF-3.
- 2.9 Any Bid that fails to include all of the prices as requested on Page BF-10 through Page BF-13 may be deemed non-responsive to the Invitation.
- 2.10 The Bidder to whom the "Notice of Intent to Award" is given shall provide to the Authority within three (3) days after receiving the Notice the following:
- 2.10.1 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 the time period needed for the hiring and training of employees, planned interface with Authority, inventory, and delivery of supplies, the processing of I.D. badges, uniforms, issuance of keys and site tours, etc. If the proposed Transition Plan is deemed unacceptable by the Authority, the Bidder shall submit to the Authority a Transition Plan acceptable within ten (10) days of the notification that the proposed plan is unacceptable.
- 2.10.2 The name and current resumes of proposed On-Site Manager and Supervisor personnel. If a proposed On-Site Manager or Supervisor is deemed unacceptable by the Authority, the Bidder shall submit to the Authority the name and current resume of an On-Site Manager or Supervisor acceptable to the Authority within ten (10) days of the notification from the Authority that the proposed personnel is unacceptable.
- 2.10.3 A Training Plan detailing how the Bidder intends to train FIS personnel in relation to customer service and communication skills. The Training Plan shall include, but not be limited to, an outline of the training and the type and number of hours of estimated training for each type of personnel, a list of training materials to be

INSTRUCTIONS TO BIDDERS (Continued)

provided and how the Bidder will ensure the completeness of the subject matter, and the media through which the training will be provided (see Section 3.9, Training in the Specification, Page S-13). If the proposed Transition Plan is deemed unacceptable by the Authority, the Bidder shall submit to the Authority a Transition Plan acceptable within ten (10) days of the notification that the proposed plan is unacceptable.

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.

INSTRUCTIONS TO BIDDERS (Continued)

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 10-21, Federal Inspection Stations ("FIS") Customer Service and Support Staff Services, 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 on an individual 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

INSTRUCTIONS TO BIDDERS (Continued)

Bid Form (Pages BF-1 through BF-16), 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:

INSTRUCTIONS TO BIDDERS (Continued)

- 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.

INSTRUCTIONS TO BIDDERS (Continued)

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 Federal Inspection Station customer service management services at an International Airport or providing ticket check-in services for one or more commercial airlines that meet Code of Federal Regulations (CFR), Title 14, Index Part 121, Air Carrier Certification, and;
- 14.3.2 through references, that the Bidder, after taking into account the activities of a related predecessor (e.g. by merger or reorganization), affiliate, or principal of Bidder, has been actively engaged in such business for at least the three (3) years immediately preceding the date of Bidder's response to this Invitation for Bids;
- 14.4 The Authority may, in certain special circumstances and based on information provided to or learned by the Authority pursuant to Section 14.1 above, determine that a Bidder is responsible despite such Bidder's failure to satisfy all requirements of the minimum responsibility criteria above.

15. GUARANTY OF FAITHFUL PERFORMANCE:

- 15.1 The successful Bidder ("Contractor") will be required to provide and keep in force throughout the term of the Contract a Performance Bond, as provided in Section 6 of the General Conditions, with a surety which meets the requirements set forth in Section 6.7 of the General Conditions, and in the form contained in these Bid Documents.
- 15.2 In lieu of any Performance Bond required by the terms of the Bid Documents, the Contractor may provide at its option (and subject to certain additional requirements), an irrevocable standby letter of credit ("Letter of Credit") as provided in Section 6 of the General Conditions issued by a bank which meets the requirements set forth in Section 6.10 of the General Conditions, and in the form contained in these Bid Documents.

INSTRUCTIONS TO BIDDERS (Continued)

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

16. POWER OF ATTORNEY AND COUNTERSIGNATURE:

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

17. EXECUTION OF CONTRACT:

- 17.1 The Bidder to whom the Notice of Intent to Award is given shall, 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 Section 2.10 and 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:

INSTRUCTIONS TO BIDDERS (Continued)

- 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.

INSTRUCTIONS TO BIDDERS (Continued)

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 22%, which means that 22% 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 **22%** (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.
- 25.11 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;

INSTRUCTIONS TO BIDDERS (Continued)

- 27.1.7 Provide copies of advertisements in general circulation media, trade association publications, and minority focus media advertising for MWBE firms interested in subcontracting;
- 27.1.8 Provide evidence that Bidder provided interested MWBE 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 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 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 firms;
- 27.1.12 Provide documentation as to why MWBE firms were not utilized;
- 27.1.13 In those instances where a majority subcontractor is selected for a scope of work for which MWBE bids were submitted, the Bidder shall submit records of all quotations received from MWBE firms and from the selected majority subcontractor, and provide an explanation of the reasons why the MWBE firms will not be used during the course of the Contract. Receipt of a lower price quotation from a non MWBE 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 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-11. 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.

INSTRUCTIONS TO BIDDERS (Continued)

31. PERFORMANCE STANDARD:

The standards by which the Contractor's performance will be evaluated are set forth in the General Conditions (Pages GC-1 to GC-22) and Specification (Pages S-1 to S-14). 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 10-21
FEDERAL INSPECTION STATIONS
CUSTOMER SERVICE AND SUPPORT STAFF SERVICES

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

Submitted by: Southeast Airport Services, Inc.
Name of Bidder

Address: 5734 South Semoran Blvd.
Orlando, FL 32822

Federal Employer I.D. No. 46-2099334

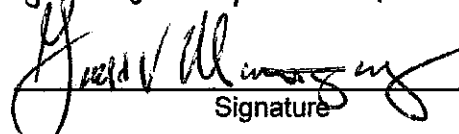
Business Telephone No. 407-420-8633

Business Fax No. N/A

After Business Hours
Telephone No. 407-420-8633

E-Mail Address gmontgomery@SEAairport-services.com

By:


Signature

Gerald V. Montgomery / president
Name and Title (Typed or Printed)

Date: Nov 25, 2020

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

BIDDER: Southeast Airport Services, Inc.

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 and administrative oversight, materials, supplies, equipment, and all other items necessary or proper for, or incidental to, performing Federal Inspection Stations Customer Service and Support Staff Services in accordance with the Specification covered by this Bid and the Contract Documents for Purchasing Bid, 10-21, Federal Inspection Stations (FIS) Customer Service and Support Staff Services, at Orlando International Airport, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The 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:

<u>ADDENDUM NO.</u>	<u>DATE</u>	<u>ADDENDUM NO.</u>	<u>DATE</u>	<u>ADDENDUM NO.</u>	<u>DATE</u>
<u>Addendum 1</u>	<u>4/24/20</u>	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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: Southeast Airport Services Inc.

The Bidder agrees to provide all labor, supervision, management and administrative oversight, materials, supplies, equipment, and all other items necessary or proper for, or incidental to, performing Federal Inspection Stations Customer Service and Support Staff Services described in the Contract Documents, including, but not limited to, the cost of bonds and the specified insurance coverage for the following:

FEDERAL INSPECTION STATIONS CUSTOMER SERVICE AND SUPPORT STAFF SERVICES

TOTAL THREE (3) YEAR BID PRICE:

Ten Million Six Hundred Fifty-Six, Four \$ 10,656,443
(Print Dollar Amount) Hundred Forty-Three

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

BIDDER: Southeast Airport Services

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

N/A

Company Name (if any)

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

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.)

Partnership Name (SEAL)

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 119.07(3)(m), *Florida Statutes*, sealed bids received by the Authority pursuant to invitation for bids, are exempt from public disclosure only for the ten (10) day period following the bid opening. Once the ten (10) 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 ten (10) 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: Southeast Airport Services Inc

(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.)

Southeast Airport Services Inc

(Name of Corporation or other business entity)

BY: _____

(Signature of Authorized Officer)

(Affix Corporate Seal)

Its: _____

President

(Title)

Gerald V. Montgomery

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 119.07(3)(m), *Florida Statutes*, sealed bids received by the Authority pursuant to invitation for bids, are exempt from public disclosure only for the ten (10) day period following the bid opening. Once the ten (10) 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 ten (10) 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: Southwest Airport Services Inc.

CONTRACT REFERENCES

List below companies for whom you are presently providing Federal Inspection Stations Customer Service and Support Staff Services to and companies you have provided these services to in the past. References should be able to verify services of a type similar to the obligations requested in this Bid (refer to Section 14 of the Instructions to Bidders).

1. COMPANY NAME: Baggage Airline Guest Services
ADDRESS: 6751 Forum Drive
Orlando, FL 32821
CONTACT PERSON: Matthew Keogan
PHONE NO.: 360-589-3891
EMAIL ADDRESS: mkeogan@markettrave/easier.com

2. COMPANY NAME: ASIG/Menzies
ADDRESS: 8394 Bear Rd.
Orlando, FL 32827
CONTACT PERSON: Mauricio Sampedro
PHONE NO.: 407-209-8137
EMAIL ADDRESS: mauricio.sampedro@johnmenzies.com

3. COMPANY NAME: _____
ADDRESS: _____

CONTACT PERSON: _____
PHONE NO.: _____
EMAIL ADDRESS: _____

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

BIDDER: _____

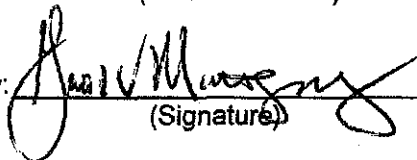
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BIDDER: Southeast Airport Services Inc.

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.

Southeast Airport Services Inc.
(Name of Bidder)

By: 
(Signature)

Date: Nov 25, 2020

Title: President

(REVISED PER ADDENDUM NO. 1)

BIDDER: Southeast Airport Services Inc.

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 10-21, Federal Inspection Stations (FIS) Customer Service and Support Staff Services, for Orlando International Airport, opening at 3:00 p.m., December 1, 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:

N/A

Company Name

By: _____

Its: _____
Name & Title, Typed or Printed

BIDDER: Southeast Airport Services Inc.

**BID PRICES
FEDERAL INSPECTION STATIONS
CUSTOMER SERVICE AND SUPPORT STAFF SERVICES**

YEAR ONE

POSITION	BILLABLE LABOR RATE*	(X)	ESTIMATED ANNUAL HOURS**	(=)	EXTENSION
A. FIS Agents (min. Position Hourly Pay Rate - \$12.60)	<u>\$ 15.45</u>	X	52,000	=	<u>\$ 803,400</u>
B. FIS Ambassadors (min. Position Hourly Pay Rate - \$15.36)	<u>\$ 19.10</u>	X	39,520	=	<u>\$ 754,832</u>
C. Support Staff (min. Position Hourly Pay Rate - \$11.43)	<u>\$ 14.43</u>	X	58,240	=	<u>\$ 840,403</u>
D. Supervisors	<u>\$ 19.05</u>	X	14,560		<u>\$ 277,368</u>
E. Administrative Assistant	<u>\$ 18.50</u>	X	2,080	=	<u>\$ 38,480</u>
F. On-Site Manager	<u>\$ 27.00</u>	X	2,080	=	<u>\$ 56,160</u>
TOTAL YEAR 1 BID PRICE					<u>\$ 2,770,643</u> (Enter Total Here and on Page BF-13)

* The Bidder's Billable Labor Rates shall include, but not be limited to, the wages paid to all the FIS Agents, FIS Ambassadors, Support Staff, Supervisors, Administrative Assistant, and On-Site Manager, its portion of social security taxes, unemployment taxes and all other compulsory payroll taxes, worker's compensation insurance costs, uniform costs, costs of any health insurance, costs for ID badges and keys, and any other fringe benefits provided to employees, costs of bonds and insurance coverages, travel costs, training costs, other overhead costs, profit margin, and any other costs or fees the Bidder would expect to receive or recover from the Authority in performing applicable FIS Customer Service and Support Staff Services.

**The number of hours per year has been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the number of hours to differ from the estimates. The Authority has no obligation to request any number of hours or to require the use of any particular number of hours. 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 Billable Labor Rates provided in the successful Bidder's Bid for the services and materials actually requested by the Authority and satisfactorily provided by the Contractor.

BIDDER: Southeast Airport Services Inc.

YEAR TWO

POSITION	BILLABLE LABOR RATE*	(X)	ESTIMATED ANNUAL HOURS**	(=)	EXTENSION
A. FIS Agents (min. Position Hourly Pay Rate - \$12.60)	\$ <u>15.85</u>	X	66,560	=	\$ <u>1,054,976</u>
B. FIS Ambassadors (min. Position Hourly Pay Rate - \$15.36)	\$ <u>19.40</u>	X	49,920	=	\$ <u>968,448</u>
C. Support Staff (min. Position Hourly Pay Rate - \$11.43)	\$ <u>14.63</u>	X	72,800	=	\$ <u>1,065,064</u>
D. Supervisors	\$ <u>19.50</u>	X	16,640		\$ <u>324,480</u>
E. Administrative Assistant	\$ <u>19.00</u>	X	2,080	=	\$ <u>39,520</u>
F. On-Site Manager	\$ <u>28.00</u>	X	2,080	=	\$ <u>58,240</u>
TOTAL YEAR 2 BID PRICE					\$ <u>3,510,728</u> (Enter Total Here and on Page BF-13)

* The Bidder's Billable Labor Rates shall include, but not be limited to, the wages paid to all the FIS Agents, FIS Ambassadors, Support Staff, Supervisors, Administrative Assistant, and On-Site Manager, its portion of social security taxes, unemployment taxes and all other compulsory payroll taxes, worker's compensation insurance costs, uniform costs, costs of any health insurance, costs for ID badges and keys, and any other fringe benefits provided to employees, costs of bonds and insurance coverages, travel costs, training costs, other overhead costs, profit margin, and any other costs or fees the Bidder would expect to receive or recover from the Authority in performing applicable FIS Customer Service and Support Staff Services.

**The number of hours per year has been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the number of hours to differ from the estimates. The Authority has no obligation to request any number of hours or to require the use of any particular number of hours. 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 Billable Labor Rates provided in the successful Bidder's Bid for the services and materials actually requested by the Authority and satisfactorily provided by the Contractor.

BIDDER: Southeast Airport Services Inc

**BID PRICES
FEDERAL INSPECTION STATIONS
CUSTOMER SERVICE AND SUPPORT STAFF SERVICES**

YEAR THREE

POSITION	BILLABLE LABOR RATE*	(X)	ESTIMATED ANNUAL HOURS**	(=)	EXTENSION
A. FIS Agents (min. Position Hourly Pay Rate - \$12.60)	<u>\$ 16.15</u>	X	83,200	=	<u>\$ 1,343,680</u>
B. FIS Ambassadors (min. Position Hourly Pay Rate - \$15.36)	<u>\$ 19.55</u>	X	62,400	=	<u>\$ 1,219,920</u>
C. Support Staff (min. Position Hourly Pay Rate - \$11.43)	<u>\$ 14.85</u>	X	91,520	=	<u>\$ 1,359,072</u>
D. Supervisors	<u>\$ 21.00</u>	X	16,640		<u>\$ 349,440</u>
E. Administrative Assistant	<u>\$ 19.50</u>	X	2,080	=	<u>\$ 40,560</u>
F. On-Site Manager	<u>\$ 30.00</u>	X	2,080	=	<u>\$ 62,400</u>
TOTAL YEAR 3 BID PRICE					<u>\$ 4,375,072</u> (Enter Total Here and on Page BF-13)

* The Bidder's Billable Labor Rates shall include, but not be limited to, the wages paid to all the FIS Agents, FIS Ambassadors, Support Staff, Supervisors, Administrative Assistant, and On-Site Manager, its portion of social security taxes, unemployment taxes and all other compulsory payroll taxes, worker's compensation insurance costs, uniform costs, costs of any health insurance, costs for ID badges and keys, and any other fringe benefits provided to employees, costs of bonds and insurance coverages, travel costs, training costs, other overhead costs, profit margin, and any other costs or fees the Bidder would expect to receive or recover from the Authority in performing applicable FIS Customer Service and Support Staff Services.

**The number of hours per year has been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the number of hours to differ from the estimates. The Authority has no obligation to request any number of hours or to require the use of any particular number of hours. 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 Billable Labor Rates provided in the successful Bidder's Bid for the services and materials actually requested by the Authority and satisfactorily provided by the Contractor.

BIDDER: Southeast Airport Services Inc.

BID PRICES 10-21

**FEDERAL INSPECTION STATIONS
CUSTOMER SERVICE AND SUPPORT STAFF SERVICES**

BID PRICES	EXTENSION
TOTAL YEAR 1 BID PRICE: \$	<u>2,770,643</u>
TOTAL YEAR 2 BID PRICE: \$	<u>3,510,728</u>
TOTAL YEAR 3 BID PRICE: \$	<u>4,375,072</u>
TOTAL THREE (3) YEAR BID PRICE: \$	<u>10,656,443</u> (Enter Total Here and on Page BF-3)

BIDDER: Southeast Airport Services INC

LETTER OF INTENT/AFFIRMATION

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

Bidder: Name Southeast Airport Services Inc.
Address 5734 South Semoran Blvd
City Orlando State FL Zip 32822

MWBE Firm: Name Innovations Aviation Services
Address 14406 Fresno Drive
City Orlando State FL Zip 32832

MWBE Contact: Name: Soumia Nasi Phone (407) 860-7895
Email: InnovationAviationServices@gmail.com

MWBE Certification Agency: Greater Orlando Aviation Expiration Date 11/23/2021
Each MWBE Firm shall submit evidence (such as photocopy) of their certification status

Scope of Work	Quantity	Rates	Total
Support Staff	48,001	\$14.43	\$692,661
Support Staff	59,992	\$14.63	\$877,682
Support + Staff	73,655	\$14.85	\$1,093,768

Year 1: \$ 692,661

Year 2: \$ 877,682

Year 3: \$ 1,093,768

Total Term Value: \$ 2,664,111
25 %

Percent of Total Bid:

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: [Signature] President 11/25/2020
(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: [Signature] President NOV 25, 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: Southeast Airport Services
INC.

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: B10-21 Federal Inspection Stations Customer Service and Support Staff Services

(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:

MONTH ENDING: _____

BIDDER: _____

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

CONTRACT

THIS AGREEMENT made and entered into effective as of the 8th day of February, 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 SOUTHEAST AIRPORT SERVICES, INC, hereinafter called Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Authority, hereby covenants and agrees to furnish all labor, supervision, management and administrative oversight, materials, supplies, equipment, and all other items necessary or proper for, or incidental to, performing its obligations under Purchasing Bid 10-21, Federal Inspection Stations ("FIS") Customer Service and Support Staff Services, 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.

[Official Seal]

"AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

By: _____

Its: _____

Date Signed: _____

Attest:

Secretary

WITNESSED BY:

"CONTRACTOR"

(Name of Contractor)

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

Its: _____
(Title)

Name of Owner or General Partner Printed
or Typed

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

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



Approved as to Form and Legality
this 21 day of February 2021
NELSON MILLINS BROAD AND CASSEL
By [Signature]
Greater Orlando Aviation Authority

[Corporate Seal]

"AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

By Phillip N. Brown Phillip N Brown
Chief Executive Officer
Feb 10 2021 4:59 PM

Its: _____

Date Signed: _____

Attest: [Signature] Electronically signed by
Larissa Bou-Vazquez
Assistant Secretary 2/10/2021

Secretary

"CONTRACTOR"

Southeast Airport Services, Inc.
(Name of Contractor)

By: [Signature]
(Signature of Officer)

Its: President
(Title)

Gerald V. Montgomery
Name of Officer Printed or Typed

Attest: [Signature]
Secretary

Performance Bond No.: 3480378 Performance Bond Expiration Date: January 1, 2022

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS
that Southeast Airport Services, Inc., hereinafter called Principal, and
SureTec Insurance Company, a corporation organized under
the laws of the State of Texas 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 **One Million Dollars (\$1,000,000.00)**, 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) 10-21, Federal Inspection Stations Customer Service and Support Staff
Services, 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 1st day of January, 20 21, 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:

Martha L. Gonzalez
Witness
Seal
Witness
(Seal)
Witness
Witness

Southeast Airport Services, Inc.
Principal (Name of Contractor)
By: [Signature]
(Signature)
Its: President
(Title)

SureTec Insurance Company
Name of Surety
By: [Signature]
(Signature)
Its: Tyler D. DeBord, Attorney-in-Fact
(Title)

Address: 9737 Great Hills Trail, #320
Austin, TX 78759
Telephone No.: 888-867-6900
Fax No.: 512-732-8398
E-Mail Address: suretyclaims@markel.com

[Signature]
(Countersignature by Tyler D. DeBord - W025075
Florida Licensed Agent)

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

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

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

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Pamela J. Thompson, Stephen P. Farmer, Tyler D. DeBord

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

One Million and 00/100 Dollars (\$1,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 10th day of January, A.D. 2020.

SURETEC INSURANCE COMPANY

By:

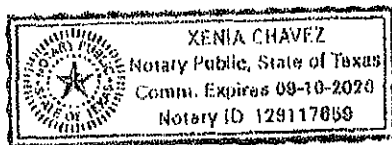
John Knox Jr., CEO

State of Texas
County of Harris

ss:



On this 10th day of January, A.D. 2020 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 1st day of January, 2021, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 6:00 pm CST.

OATH OF SECRETARY

GREATER ORLANDO AVIATION AUTHORITY

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


Secretary

(Corporate Seal)

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/16/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sutton James, An Optisure Risk Partner 100 Lindbergh Drive Hartford CT 06114		CONTACT NAME: Christopher Arnold PHONE (A/C, No, Ext): (860) 249-8066 FAX (A/C, No): E-MAIL ADDRESS: carnold@suttonjames.com	
INSURED Southeast Airport Services, Inc. 5734 S Semoran Blvd Orlando FL 32822		INSURER(S) AFFORDING COVERAGE INSURER A: Wesco Insurance Company INSURER B: Old Republic Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL20618118312 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:		Y	AP 010579 07	12/09/2020	12/09/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	Y	WWC3424812	06/17/2020	06/17/2021

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

GREATER ORLANDO AVIATION AUTHORITY and the City of Orlando 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

The certificate holder is included as an Additional Insured on Airport Liability Coverage, but only as respects operations of the Named Insured.

CERTIFICATE HOLDER GREATER ORLANDO AVIATION AUTHORITY 1 Jeff Fuqua Boulevard Orlando, FL 32827-4399	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Relation Insurance Services of North Carolina, Inc. 4900 Koger Blvd Suite 450 Greensboro NC 27407		CONTACT NAME: LeAnn Willis PHONE (A/C, No, Ext): (336) 217-6902 FAX (A/C, No): (336) 378-1332 E-MAIL ADDRESS: leann.willis@relationinsurance.com	
INSURED Southeast Airport Services Inc 5734 S Semoran Blvd ORLANDO FL 32822-4814		INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18988	

COVERAGES **CERTIFICATE NUMBER:** 20/21 **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 \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		5292976500	07/21/2020	07/21/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Greater Orlando Aviation Authority and the City of Orlando 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, are included as additional insureds with respect to auto liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Greater Orlando Aviation Authority Orlando International Airport
One Jeff Fuqua Boulevard

Orlando

FL 32827-4399

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

AUTHORIZED REPRESENTATIVE

Don A. Aarhus

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

GENERAL CONDITIONS

1. SCOPE OF WORK:

This Contract will be to furnish all labor, supervision, management and administrative oversight, materials, supplies, equipment, and all other items necessary or proper for, or incidental to, performing Federal Inspection Stations ("FIS") Customer Service and Support Staff Services, 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 the Billable Labor Rates as set forth on Pages BF-10 through BF-12 for FIS Agents, FIS Ambassadors, Support Staff, Supervisors, Administrative Assistant and On-Site Manager, for services authorized by the Authority and actually performed by the Contractor to the satisfaction of the Authority.
- 2.2 The Contractor shall invoice the Authority by the tenth (10th) day of each month following the month in which such FIS Agents, FIS Ambassadors, Support Staff, Supervisors, Administrative Assistant and On-Site Manager, for services that were performed by the Contractor. The Contractor's invoice shall include the number of personnel and hours for each staff member and shall provide such other information and be accompanied by supporting documents as the Authority shall request.
- 2.3 The Contractor shall be responsible for proper submittal of all invoices and back-up documentation as necessary for the Aviation Authorized Representative (AAR) to have the invoices processed in a timely manner. The Authority shall only pay for the hours requested by the Authority and actually worked by the FIS Agents, FIS Ambassadors, Support Staff, Supervisors, Administrative Assistant and On-Site Manager under this Contract. The forms to be used shall be provided by the Contractor, with approval of the Authority.
- 2.4 A Time and Attendance Automated System shall be utilized by the Contractor for the purposes of tracking actual hours scheduled and worked.
- 2.5 The Contractor shall pay the FIS Agents, FIS Ambassadors, and Support Staff assigned, pursuant to the Specification, at a minimum, the Hourly Rate as specified on Bid Form Pages BF-10 through BF-12, exclusive of FICA, unemployment taxes, worker's compensation insurance, and any other employee fringe benefits offered by the Contractor as required by federal, state and local laws. This minimum Hourly Rate shall be used as a minimum wage for all FIS Agents, FIS Ambassadors, and Support Staff.
 - 2.5.1 The Contractor shall be responsible for the administration and maintenance of all employment and payroll records, payroll processing, remittance of payroll and taxes, including the provision of payroll timesheets and paychecks.
 - 2.5.2 The Contractor shall provide paychecks, making deductions required of employers by federal, state, and local laws, including deductions for FICA, and withholding of federal income taxes.
 - 2.5.3 The Contractor shall make all contributions for unemployment funds as required by federal and state laws, and process claims as required.

GENERAL CONDITIONS (Continued)

- 2.6 The Authority, at its discretion, may amend the Contract to adjust the Positions' Hourly Pay Rates any time during the term of the Contract. The Authority will determine the adjustment percentage to the Hourly Pay Rates and will apply the same percentage to the Billable Labor Rates.
- 2.7 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.
- 2.8 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.
- 2.9 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.
- 2.10 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.
- 2.11 The Contractor shall submit all invoices to: Greater Orlando Aviation Authority, Finance Manager, P.O. Box 620125, Orlando, Florida 32862-0125.

3. COMPLIANCE WITH LAWS AND REGULATIONS:

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

GENERAL CONDITIONS (Continued)

4. CONTRACTOR'S LIABILITY:

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

5. INDEMNIFICATION AND INSURANCE:

5.1 Contractor shall indemnify, defend and hold completely harmless the Authority and the City of Orlando, Florida ("City"), and the members (including, without limitation, members of the Authority's Board and the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing (i) by reason or on account of damage to or destruction or loss of any property of Authority or the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of Contractor's directors, officers, agents, employees, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by Authority's negligence or by the joint negligence of Authority and any person other than Contractor or Contractor's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by Contractor, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 5.4 below by or in favor of any person described in Section 5.5 below, or (iv) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, subcontractors, licensees or invitees. Authority agrees to give Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, Contractor shall engage counsel reasonably acceptable to Authority. In any suit, action, proceeding, claim or demand brought in respect of which the Authority may pursue indemnity, the Authority shall have the right to retain its own counsel. The fees and expenses of such counsel shall be at the expense of the Authority unless the Contractor and the Authority shall have mutually agreed to another arrangement. In the event Contractor fails, within a reasonable time to retain counsel satisfactory to the Authority, the Authority may retain counsel and Contractor shall be responsible for such legal fees, costs and expenses. In the event, the Authority and the Contractor are both named parties in any such proceeding and, in the sole judgment of the Authority, representation of both the Authority and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them then Authority shall obtain its own counsel and Contractor shall be responsible for such legal fees, costs and expenses. The

GENERAL CONDITIONS (Continued)

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/Vertikal 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/Vertikal for insurance certificates and related matters such as expired certificates. An introductory letter will be sent regarding CertFocus/Vertikal instructing each Contractor of the proper procedures for processing updated insurance certificates as well as any other insurance

GENERAL CONDITIONS (Continued)

related matter that may arise over the term of the Contract. Contractors are to respond to CertFocus/Vertikal as directed in the introductory letter as well as any further instructions they may receive from CertFocus/Vertikal.

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 than **ONE MILLION DOLLARS (\$1,000,000.00)** combined single limit per accident or occurrence covering each motor vehicle operated on Authority property. Contractor acknowledges and agrees that, if the Contractor's employee operates a vehicle in the Authority's Aircraft Operations Area (AOA), then all such operations are within its employee's scope of employment regardless of who owns the vehicle.

5.7.1.1 Self-Insured Retention and Deductibles. Contractor's insurance policies shall not be subject to a self-insured retention or deductible exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention or deductible exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the Authority's 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.

GENERAL CONDITIONS (Continued)

- 5.7.3 **Professional Liability Insurance.** Not applicable.
- 5.7.4 **Garage Liability Insurance.** Not applicable.
- 5.7.5 **Garage Keeper's Legal Liability Insurance.** Not applicable.
- 5.7.6 **Crime Coverage.** Not applicable.
- 5.7.7 **Pollution Liability Insurance.** Not applicable.
- 5.7.8 **Equipment Installation Insurance.** Not applicable.
- 5.7.9 **Fiduciary Liability Insurance.** Not applicable.
- 5.7.10 **Other Insurance Requirements.** All insurance policies required by this Section 5.7 shall provide that they are primary insurance as respects any other valid insurance Authority may possess, and that any other insurance Authority does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 6.8 of these General Conditions, and said policies shall be in a form satisfactory to Authority. A properly completed and executed Certificate of Insurance on a form provided or approved by Authority (such as a current ACORD certificate of insurance) evidencing the insurance coverages required by this Section shall be furnished to the Authority upon the Contractor's execution of the Contract. The Contractor shall provide the Authority with at least thirty (30) days' prior written notice of any adverse material change in the Contractor's required insurance coverage. For purposes of this Section 5.7.10, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Contractor's self-insured retention. Prior to the expiration of any such policy, Contractor shall file with Authority a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, Contractor shall, within five (5) days after such cancellation or reduction in coverage, file with Authority a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by Authority. If Contractor fails to obtain or have such insurance reinstated, Authority may, if it so elects, and without waiving any other remedy it may have against Contractor, immediately terminate this Contract upon written notice to Contractor. The Authority's Chief Executive Officer shall have the right to alter the monetary limits or coverages herein specified from time to time during the term of this Contract, and Contractor shall comply with all reasonable requests of the Chief Executive Officer with respect thereto.

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

- 6.1 Prior to Authority's execution of the Contract and within ten (10) business days of the award, the Contractor shall furnish to Authority a Performance Bond, and a Payment Bond if required by these Bid or Proposal Documents, completed on the Authority's forms provided in the Contract Documents. Such Performance Bond shall be current and in compliance at all times during the initial term of the Contract in a penal sum equal to **One Million Dollars (\$1,000,000.00)**.

GENERAL CONDITIONS (Continued)

- 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 **One Million Dollars (\$1,000,000.00)**, 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 its own expense, shall provide to the Authority an acceptable renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit that complies with the requirements of this Section 6.
- 6.4 Except as provided in this Section 6.4, the Authority will not accept any change or modification to the forms of Performance Bond or Letter of Credit attached to these Bid Documents. The sole change to the forms of Performance Bond and Letter of Credit that the Authority will accept is that the Contractor may provide a Performance Bond or a Letter of Credit that is for a period of less than the full initial term of the Contract but which still has an effective term of not less than twelve (12) months. If the Contractor provides Authority an acceptable Performance Bond or Letter of Credit which has an effective period less than the full initial term of the Contract, the Contractor shall, at least sixty (60) calendar days prior to the date on which the then current Performance Bond or Letter of Credit expires, provide a renewal or replacement Performance Bond or Letter of Credit that complies with the requirements of the Contract. The Authority shall release any existing Letter of Credit provided by the Contractor upon the Authority's receipt and approval of a renewal or replacement Letter of Credit that complies with the requirements of this Contract.
- 6.5 If the Contractor is required to provide any renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit (collectively, the "Replacement"), Contractor shall, 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

GENERAL CONDITIONS (Continued)

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;

GENERAL CONDITIONS (Continued)

- 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

GENERAL CONDITIONS (Continued)

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.

GENERAL CONDITIONS (Continued)

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

GENERAL CONDITIONS (Continued)

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:

GENERAL CONDITIONS (Continued)

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

GENERAL CONDITIONS (Continued)

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

GENERAL CONDITIONS (Continued)

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 (877) 370-6354, through email: GOAA@integritycounts.ca, or through the online reporting form at www.integritycounts.ca/org/GOAA. The Contractor shall include this reporting requirement in all

GENERAL CONDITIONS (Continued)

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

GENERAL CONDITIONS (Continued)

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.

GENERAL CONDITIONS (Continued)

- 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

GENERAL CONDITIONS (Continued)

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.

GENERAL CONDITIONS (Continued)

- 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

GENERAL CONDITIONS (Continued)

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.

GENERAL CONDITIONS (Continued)

- 19.27 The Authority maintains an Automate People Mover ("APM") Systems Safety Program Plan ("APM-SSPP") that is in accordance with current Florida Department of Transportation Regulations. Should the scope and work of this Contract require the Contractor to perform services that are in direct proximity of the dynamic envelope of the APM system (typically 10' radius), including directly above the airspace of the tram guideway for the APM system, the Contractor must request a copy of the Authority's APM-SSPP, comply with the procedures within the APM-SSPP, and receive safety training and certification from the APM operator, prior to performing work within this area. All questions regarding this procedure, are to be referred to the AAR.

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

**SPECIFICATION FOR
FEDERAL INSPECTION STATIONS
CUSTOMER SERVICE AND SUPPORT STAFF SERVICES**

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SPECIFICATION

PART ONE - GENERAL

1.1 SCOPE OF WORK:

- 1.1.1 The Contractor shall provide all labor, supervision, management and administrative oversight, materials, supplies, equipment, and all other items and services necessary or proper for, or incidental to, performing Federal Inspection Stations ("FIS") Customer Service and Support Staff Services at the Orlando International Airport ("OIA") in accordance with the Contract Documents.
 - 1.1.1.1 FIS Agents: Contractor shall facilitate the safe and efficient transit of international passengers and luggage through various facilities of the FIS and any other related functions as directed by the Authority in accordance with this Specification.
 - 1.1.1.2 FIS Ambassadors: Contractor shall provide assistance to arriving international passengers and any other related customer service functions as directed by the Authority in accordance with this Specification.
 - 1.1.1.3 Support Staff: Contractor shall assist at security check points by moving divesting tubs and bowls, disposing of confiscated liquids, baggage movement throughout the terminal and any other related functions as directed by the Authority in accordance with this Specification.
 - 1.1.1.4 Supervisors: Contractor shall provide supervision of the FIS personnel under the direction of the On-Site Manager as directed by the Authority in accordance with this Specification.
 - 1.1.1.5 Administrative Assistant: Duties include, but not limited to, payroll, customer service, badging, records management, invoices and any other administrative duties deemed necessary for the performance of this Contract.
 - 1.1.1.6 On-Site Manager: Contractor shall be responsible for managing the FIS personnel during the performance of their duties as directed by the Authority in accordance with this Specification.
- 1.1.2 The Contractor shall be authorized by the Authority to subcontract, subject to Section 8, Page GC-10 of the General Conditions, as necessary for each of the FIS services listed in each section of the Specification. The Contractor shall be responsible for all scheduling of its employees or subcontractors, completion of tasks as requested and inspection by the Authority and to ensure that services are provided in a professional manner.

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.

SPECIFICATIONS (Continued)

- 1.2.2 The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.
- 1.2.3 Contractor shall comply with Federal and State right-to-know laws if hazardous materials are used. The SDS (Safety Data Sheets) shall be made available to all workers and Authority's representatives. Contractor shall report immediately to the AAR any spillage or dumping of hazardous materials on Authority property. The Contractor shall also be responsible for the cleanup and any costs incurred for all such incidents.
- 1.2.4 During the performance of this Contract, Contractor shall keep current and, if requested by the Authority, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.

1.3 WORK HOURS:

- 1.3.1 FIS Agents: Contractor shall provide sufficient staff to provide FIS Agent services during all international flight activity (typically eighteen (18) hours per day from 6:00 a.m. to 11:00 p.m., seven (7) days per week, three hundred sixty-five (365) days per year, subject to flight schedule change). The actual staffing levels and/or requirements will be determined by the Authority as needed.
- 1.3.2 FIS Ambassadors: Contractor shall provide sufficient staff to provide FIS Ambassadors services during all international flight activity (typically eighteen (18) hours per day from 6:00 a.m. to 11:00 p.m., seven (7) days per week, three hundred sixty-five (365) days per year, subject to flight schedule change). The actual staffing levels and/or requirements will be determined by the Authority as needed.
- 1.3.3 Support Staff: Contractor shall provide sufficient staff to provide Support Staff Services at both security check points (typically sixteen (16) hours per day from 4:00 a.m. to 8:00 p.m., seven (7) days per week, three hundred sixty-five (365) days per year, subject to flight schedule change). The actual staffing levels and/or requirements will be determined by the Authority as needed.
- 1.3.4 Supervisors: Contractor shall provide a sufficient number of Supervisors during all international flight activity (typically eighteen (18) hours per day from 6:00 a.m. to 11:00 p.m., seven (7) days per week, three hundred sixty-five (365) days per year, subject to flight schedule change). The actual staffing levels and/or requirements will be determined by the Authority as needed.
- 1.3.5 Administrative Assistant: Contractor shall provide an Administrative Assistant five (5) days per week, eight (8) hours per day.
- 1.3.6 On-Site Manager: Contractor shall provide an On-Site Manager to manage the performance of FIS personnel five (5) days per week, eight (8) hours per day.
- 1.3.7 Contractor may be required to provide staffing beyond the schedule hours stated herein (e.g. due to late airline flight, etc.). In that event, Authority shall pay the Contractor for the actual hours worked at the Billable Labor Rate specified by Contractor on the Bid Form.

SPECIFICATIONS (Continued)

- 1.3.8 For "stand alone" flights (scheduled flights that arrive outside of majority of flight activity), Contractor shall schedule FIS Ambassadors and FIS Agents a minimum of four (4) hours. Staffing requirements for these single flights may be reduced as deemed appropriate by the Authority.
- 1.3.9 In the event an emergency condition is declared by the Authority's Executive Director, Deputy-Executive Director, Director of Airlines Operations or their respective designees, the Contractor will perform work during such hours as specified by the Authority.
- 1.3.10 Scheduled hours for FIS Ambassadors, FIS Agents, and Support Staff shall be approved in advance by the Authority's Authorized Representative (AAR).
- 1.3.11 The approval of the staffing scheduled hours shall not be construed as authorization to exceed the approved Contract annual value.

1.4 CONTRACTOR'S PERSONNEL:

- 1.4.1 Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between Contractor and its subsidiaries or related parties and its employees, including but not limited to the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 1.4.2 Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States.
- 1.4.3 All Contractor and any Subcontractor employees who perform services pursuant to this Agreement 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.
- 1.4.5 Contractor shall transfer promptly from the airport any employee or employees that the Authority advises are not satisfactory, and replace such personnel with employees satisfactory to the Authority; but in no event shall Authority be responsible for monitoring or assessing the suitability of any employee or agent of Contractor.
- 1.4.6 The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at Orlando International Airport. The Contractor shall be responsible for ensuring that all articles found by its employees on Authority's premises are turned over to the Authority or the Authority's designated agent in charge of such articles.
- 1.4.7 A valid Florida driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or

SPECIFICATIONS (Continued)

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.

- 1.4.8 All Contractor's and/or Subcontractor personnel performing duties under this Contract within the Federal Inspection Station shall obtain U.S. Customs and Border Protection hologram.**
- 1.4.9** The Contractor and its Subcontractors shall provide and maintain identifying uniforms for their employees, at no additional cost to the Authority. The uniforms shall consist of dress trousers, button down shirts (long sleeve and short sleeve), polo shirts, coats and jackets. All uniforms shall present a neat and professional appearance at all times and shall have the name of the Contractor or Subcontractor represented.
 - 1.4.9.1** The Contractor shall require that the FIS Ambassadors personnel wear vests so that the groups can easily be identified.
 - 1.4.9.2** Examples of the uniforms for the FIS Ambassadors are in Attachment "1" to this Specification, Pages S-16 and S-17. The uniforms provided by the awarded Contractor are to resemble these uniform examples as closely as possible.
 - 1.4.9.3** All uniforms are subject to prior approval by the Authority.
 - 1.4.9.4** The Contractor shall not pass the costs of the uniforms along to the employees.
- 1.4.10** The Contractor and its Subcontractors shall provide Personal Protection Equipment (PPE) to their employees, at no additional cost to the Authority.
- 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. The Authority, on a case-by-case basis with the Authority's AAR written approval, may authorize part-time personnel. However, part-time personnel, if approved, will still be required to have an I.D. Badge.

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

SPECIFICATIONS (Continued)

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

SPECIFICATIONS (Continued)

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 U.S. Customs and Border Protection (CBP) requires a hologram badge for the purposes of performing duties in the FIS areas, under the Contract. Contractor and any Subcontractor shall comply with all CBP requirements in order to obtain the required holograms on the Authority badge. A continuous Customs Bond (Form 301, latest version), or an Airport Security Bond, must be posted with CBP before any hologram badges can be issued.

1.5.6.1 The bond shall be obtained from an authorized surety company as required in the Code of Federal Regulations, Title 19, Chapter 1, Part 113.37, which can be found at www.ecfr.gov/cgi.

1.5.6.2 The face value of the bond is determined by the number of employees the Contractor will give access to the Custom Security areas.

Current Bond Values Associated with Hologram Badges (subject to change):

1-15 Employees	\$ 25,000.00
16-25 Employees	\$ 50,000.00
25 + Employees	\$100,000.00

1.5.6.3 Forms and requirements may be obtained by contacting CBP Airport Security Operations (ASO), located at 5855 Cargo Road, Orlando, FL 32827 (GOAA Annex Building), phone number (407) 825-4371.

- 1.5.7 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.

- 1.5.8 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.

SPECIFICATIONS (Continued)

1.6 ITEMS PROVIDED BY THE AUTHORITY:

- 1.6.1 The Authority will provide the Contractor, at the Authority's sole cost, an office space as it determines to be reasonably necessary for the Contractor's operations conducted in direct support of the FIS Customer Service and Support Staff 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 the Contractor, at the Authority's sole cost and expense, all utility services, excluding long distance telephone service, network services and internet services, 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 at the Employee Parking Lot for the Contractor's employees while performing the work specified herein.

1.7 WARRANTY:

Not applicable.

1.8 ON-SITE COMMUNICATIONS:

- 1.8.1 The Authority will provide Contractor sufficient number of radios and chargers for communication with the Authority staff, on Authority's frequency, during the Contract term and any renewal. Contractor shall be responsible for all equipment provided, and shall reimburse the Authority for lost or damaged equipment at replacement cost.
- 1.8.2 All equipment provided to the Contractor shall be returned to the Authority upon expiration or termination of this Contract. Equipment not returned to the Authority in good working order, upon Contract expiration or termination, shall be reimbursed to the Authority at replacement cost.
- 1.8.3 At the request of the AAR, the Contractor and Subcontractors shall attend coordination meetings throughout the term of the Contract.

PART TWO - PRODUCTS

Not applicable.

PART THREE - EXECUTION

3.1 PERFORMANCE REQUIREMENTS:

- 3.1.1 Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract specifications, industry standards and manufacturers' specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Authority.
- 3.1.2 Contractor's personnel shall perform Work in a neat and professional manner, and in compliance with all Federal, State, and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.

SPECIFICATIONS (Continued)

- 3.1.3 The provision of FIS Customer Service and Support Staff Services personnel is to be coordinated with the AAR, who may be reached at (407) 825-2213 or designee. At no time shall services be performed beyond the scopes of this Specification without the written authorization from the Director of Airlines Operations.
- 3.1.4 The Contractor is responsible to ensure its personnel follow the Authority, the U.S. Customs and Border Patrol ("CBP"), and/or the Transportation Security Administration ("TSA") direction and/or instruction, and perform in accordance with these specifications.
- 3.1.5 The Authority will provide the oversight, direction and/or instruction to Contractor's FIS personnel relative to the work described herein. Contractor is responsible to ensure its personnel follow the Authority's direction and/or instruction and perform in accordance with these specifications.
- 3.1.6 Contractor shall advise the Authority as soon as practical of any condition, which may adversely affect the Contractor's ability to provide FIS staffing services.
- 3.1.7 Contractor shall ensure that the employee reports, ready to work, at the time and place specified by the AAR, with the Authority reserving the right to reject or stop time on any employee who fails to:
 - 3.1.7.1 Perform assigned duties satisfactorily.
 - 3.1.7.2 Dress appropriately for an assignment.
 - 3.1.7.3 Comply with any federal, state or local regulations.
 - 3.1.7.4 Perform without disruption the activities of the Authority to which the FIS personnel is assigned.
 - 3.1.7.5 Perform in an acceptable manner in the judgment of the AAR or his designee.

3.2 FIS AGENT PERSONNEL:

- 3.2.1 Contractor shall provide a sufficient number of FIS Agent personnel at the Federal Inspection Stations, seven (7) days per week including holidays. The Authority intends to provide thirty (30) days advance notice to Contractor of its staffing needs, however Contractor should expect short notice staffing requests/changes and be responsive to the Authority's staffing requests for unplanned/unexpected airline scheduling variations.
- 3.2.2 FIS Agents shall ensure the safe, secure and expeditious transit of international passengers and luggage through various facilities of the FIS. This position requires customer service and good communication skills.
- 3.2.3 The responsibilities for this position include, but are not limited to the following:
 - 3.2.3.1.1 Observe the arrival of all international flights, including documenting accurate arrival and departure times of the flights, documenting passenger "hold" and "release" times as well as any other pertinent information regarding the status of the flights.

SPECIFICATIONS (Continued)

- 3.2.3.1.2 Provide baggage carousel assignments to ground handlers for the delivery of baggage into Baggage Control area of the FIS. Observe for proper placement and alignment to avoid any baggage jams during the off-loading of baggage. Move, arrange and adjust baggage on baggage carousel to accommodate additional baggage and clear baggage jams as needed.
- 3.2.3.1.3 Must be able to stand, lift, push and/or bend for extended periods of time with the ability, without aide, to lift objects with weights in excess of 60 pounds.
- 3.2.3.1.4 Assist arriving passengers with baggage placement on recheck belts. Explain process of reclaiming luggage to customers. Agent shall clear baggage jams that may occur in the inbound international belts and recheck belts.
- 3.2.3.1.5 Assist arriving passengers with special needs by providing escort to the elevator and to the Automated People Mover station.
- 3.2.3.1.6 Retrieve baggage carts from customers as they leave the FIS area and then continually return the carts back into the FIS for use by additional arriving passengers.
- 3.2.3.1.7 Answer general questions of the passengers. Interact politely and professionally with arriving passengers, airline representatives and federal agency employees.
- 3.2.3.1.8 Provide general housekeeping of the FIS areas to ensure that the overall appearance of the FIS is clean and presentable.
- 3.2.3.1.9 If requested by the AAR, the Contractor's personnel shall perform other customer services related work as needed throughout the Airport.

3.3 FIS AMBASSADOR PERSONNEL:

- 3.3.1 Contractor shall provide a sufficient number of FIS Ambassadors for all arriving international flights at two Federal Inspection Stations, seven (7) days per week including holidays. The Authority intends to provide thirty (30) days advance notice to Contractor of its staffing needs. However, Contractor should expect short notice staffing requests and/or changes and be responsive to the Authority's staffing requests for unplanned and/or unexpected airline scheduling variations. Actual staffing will be in accordance with the Authority's needs.
- 3.3.2 The employees designated by the Contractor as FIS Ambassadors, and any replacements, shall be subject to the Authority's prior written approval.
- 3.3.3 FIS Ambassadors shall ensure the safe, secure and expeditious transit of arriving international passengers through the FIS.
- 3.3.4 FIS Ambassadors shall have excellent customer service and communication skills, including being fluent in English with multi-language skills such as Spanish, German, Portuguese, French, Italian, Russian, etc.
- 3.3.5 The responsibilities for this position include, but are not limited to, the following:

SPECIFICATIONS (Continued)

- 3.3.5.1.1 Provide arriving passengers with assistance of completion of required documents. The FIS Ambassadors shall have knowledge of what forms need to be completed, along with requirements of the forms.
- 3.3.5.1.2 Provide arriving passengers with assistance on the use of Automated Passport Control Devices.
- 3.3.5.1.3 Assist with line queuing management, including directing arriving passengers to correct queuing area as well as guiding them to available federal officers for processing into the United States.
- 3.3.5.1.4 Answer general questions regarding the arrival processing of the passengers. Interact politely and professionally with arriving passengers, airline representatives and federal officers. Direct passengers to airline representatives and Federal Officers as needed for assistance.
- 3.3.5.1.5 Provide language assistance to international passengers.
- 3.3.5.1.6 Provide general housekeeping of the FIS area, including stanchion placement. Ensure that the overall appearance of the FIS area is clean and presentable.
- 3.3.5.1.7 If requested by the AAR, the Contractor's personnel shall perform other customer services related work as needed throughout the Airport.

3.4 SUPPORT STAFF PERSONNEL:

- 3.4.1 Contractor shall provide sufficient staff to provide Support Staff personnel seven (7) days per week including holidays. The actual staffing levels and requirements may be changed, extended, or reduced as determined by the Authority's requirements.
- 3.4.2 The responsibilities for this position include but are not limited to the following:
 - 3.4.2.1.1 The Support Staff personnel shall ensure the safe, secure and expeditious transit of passengers and their carry-on luggage through various facilities of the TSA Security Checkpoint. This position requires good customer service and communication skills.
 - 3.4.2.1.2 Provide divesting tubs and bowls to customers transiting through the Security Checkpoint. Transfer tubs and bowls from exit end of X-ray unit to entrance end.
 - 3.4.2.1.3 Properly dispose of confiscated non-hazardous liquids by collecting items from each check point lane and transferring them to proper waste disposal unit.
 - 3.4.2.1.4 Provide assistance in moving baggage throughout the terminal and the Baggage Handling area as requested by the AAR.
 - 3.4.2.1.5 Assist the Authority's Staff in various Terminal Services functions, including but not limited to, ticket counters queuing, paper-stock delivery and re-stocking, etc.

SPECIFICATIONS (Continued)

- 3.4.2.1.6 Must be able to stand, lift, climb, push and/or bend for extended periods of time with the ability, without aide, to lift objects and baggage with weights in excess of 60 pounds.
- 3.4.2.1.7 Answer general questions of the passengers. Interact politely and professionally with passengers, airline representatives and federal agency employees.
- 3.4.2.1.8 Provide general housekeeping of the checkpoint areas to ensure that the overall appearance of the checkpoint is clean and presentable.
- 3.4.2.1.9 If requested by the AAR, the Contractor's personnel shall perform other customer services related work as needed throughout the Airport.

3.5 SUPERVISORS:

- 3.5.1 The Contractor's Supervisor(s) shall provide supervision of the FIS personnel, under the direction of the On-Site Manager.
- 3.5.2 The Contractor's Supervisor(s) shall have a minimum of one (1) year experience in a supervisory capacity involving customer service which demonstrates the experience and skills necessary to manage the work to be performed under the Contract.
- 3.5.3 The Contractor's Supervisor(s) shall be able to perform the duties of the FIS Ambassador, FIS Agent and Support Staff personnel. The person(s) designated by the Contractor as Supervisor(s) and any replacement(s), shall be subject to the Authority's prior written approval.

3.6 ADMINISTRATIVE ASSISTANT:

- 3.6.1 The Contractor shall provide one (1) Administrative Assistant, 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 Supervisors for the work performed for this Contract.
- 3.6.2 Administrative Assistant duties include, but not limited to, payroll, customer service, badging, records management, invoices and any other administrative duties deemed necessary for the performance of this Contract.

3.7 ON-SITE MANAGER:

- 3.7.1 The Contractor's On-Site Manager shall have a minimum of three (3) years Airport/Airline managing experience at an International Airport.
- 3.7.2 The On-Site Manager will 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 FIS Customer Service and Support Staff Services Contract. Devote his/her time exclusively to managing the FIS Customer Service and Support Staff Service 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.
- 3.7.3 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 On-Site Manager shall be able to perform the duties of Supervisors (as specified in Section 3.5). The person designated by the

SPECIFICATIONS (Continued)

Contractor as the On-Site Manager, and any replacement, shall be subject to the Authority's prior written 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.

- 3.7.4 The Contractor agrees that the On-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 and/or designee shall be as binding as if made by the Contractor. The On-Site Manager shall be available to the Authority at any time in the event and emergency condition is declared by the Authority's Executive Director or his designee. The On-Site Manager shall be required to attend coordination meetings throughout the term of the Contract.

- 3.7.5 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.

Note: The On-Site Manager and the Administrative Assistant positions shall be paid by the Authority, based on 40 hours work week. All Paid Time Off (PTO) or leave time for these positions shall be approved by the AAR. The Authority will not pay for non-approved PTO or leave time.

Note: The FIS Ambassadors, FIS Agents and Support Staff positions shall be paid by the Authority based on the approved actual hours worked.

3.8 REPORTS:

Contractor shall provide the AAR a report, if requested; daily, weekly or monthly, pertaining to Contractor's provided FIS employee personnel. The Contractor's report shall reference scheduled hours and actual hours worked per area, and the Federal Inspection Station they provided services to.

3.9 TRAINING:

- 3.9.1 Contractor shall provide a complete Customer Service training to the FIS Ambassadors, FIS Agents and Support Staff. The training shall be specific for each work group and at Contractor's expense. The training curriculum for each group shall be reviewed and approved by the Authority.
- 3.9.2 Costs associated with all pre-approved training shall be at Contractor's expense (Trainer, training materials...). The Authority will only pay for the Contractor Staff hours to attend the training.
- 3.9.3 In addition to the Contractor's Customer Service training, the Authority may require the FIS Ambassadors, FIS Agents and Support Staff to attend the Authority provided Customer Service training. The Authority will pay the Contractor Staff hours to attend the Authority provided training.

SPECIFICATIONS (Continued)

3.10 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, as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the Authority.

3.11 SAFETY AND PROTECTION:

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

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