



GREATER ORLANDO AVIATION AUTHORITY

PROFESSIONAL SERVICES AGREEMENT

FOR

HOTEL ASSET MANAGEMENT SERVICES

RFP NO.: 23-314-RFP

CONSULTANT:

CHMWarnick, Inc.
Chad Sorensen
Managing Director/COO
548 Cabot Street
Beverly, MA 01915

TERM:

October 1, 2023 through September 30, 2026.

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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into as of the 18th day of September, 2023, 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 (the "Aviation Authority"), with a business address at Orlando International Airport, One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399, and **CHMWARNICK, INC.**, (the "Consultant"), with a business address at 548 Cabot Street, Beverly, MA 01915 (Aviation Authority and Consultant sometimes collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, the Aviation Authority desires to employ the services of Consultant (hereinafter includes "Contractor") to provide professional and related services required in connection with at Orlando International Airport and Orlando Executive Airport (the "Airports"); and

WHEREAS, Consultant is qualified, willing and able to perform the professional services required on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

1. Services to be Provided by Consultant.

1.1 Scope of Services. Consultant hereby agrees to perform for Aviation Authority services and work product set forth on the scope of services attached hereto as ***Exhibit "A"*** and incorporated herein by reference (the "Services"). The Services may be modified or increased from time to time by written addendum to this Agreement signed by both parties; provided, however, the Aviation Authority shall have the right, by written notice to Consultant, to unilaterally reduce the scope of Services to be rendered hereunder. **Consultant agrees to meet or exceed any commitments made by Consultant in its proposal for this Agreement for participation by a Minority and Women Business Enterprise ("MWBE") in the scope and/or dollar amount of Services to be provided hereunder.**

1.2 Personnel. Consultant agrees to retain the necessary qualified personnel acceptable to Aviation Authority to perform all Services for Aviation Authority pursuant to this Agreement. Consultant further agrees to promptly remove any personnel from performing Services as Aviation Authority shall request in writing (which request may be made by Aviation Authority with or without cause), and to promptly replace such personnel with other of Consultant's personnel of comparable experience reasonably acceptable to the Aviation Authority. Consultant agrees to include a similar provision in its agreements with any and all Subconsultants.

1.3 Subconsultants. Consultant shall perform all of its obligations and functions under this Agreement by means of its own employees or by a duly qualified subconsultant approved in writing by the Aviation Authority in advance ("Subconsultant"); provided, however, no Subconsultant shall perform any of the Consultant obligations under this

Agreement unless the Aviation Authority approves the Subconsultant in advance in writing. In the event any Subconsultant is employed, the Consultant shall continuously monitor the Subconsultant's performance, and shall remain fully responsible to ensure that the Subconsultant performs Services as required in accordance with this Agreement. The Aviation Authority shall have no obligation to pay for any unsatisfactory performance of Subconsultant nor to reimburse Consultant for Services rendered by Subconsultant in connection with Consultant's performance of Services unless Aviation Authority has given prior written approval of the compensation to be paid Subconsultant by the Consultant. The Aviation Authority may require that invoices for all work (including invoices submitted to the Consultant for work performed by Subconsultant) shall be submitted to the Aviation Authority by the Consultant and the Aviation Authority shall pay all compensation to the Consultant, or Aviation Authority shall have the right, but not the obligation, to pay a specific amount directly to any Subconsultant. Consultant agrees to pay such Subconsultant for their Services within fifteen (15) days after Consultant's receipt of payments from the Aviation Authority for accepted work performed by Subconsultant. It shall be the sole responsibility of the Consultant to deal with Subconsultant with respect to the collecting and submission of invoices and the payment of compensation. Payment of compensation by the Aviation Authority to the Consultant for work performed by Subconsultant shall relieve the Aviation Authority of all future liability to the Subconsultant and shall thereafter preclude the Subconsultant from bringing any claim against the Aviation Authority. Consultant agrees to include any relevant requirement, including but not limited to, insurance and indemnity requirements set forth herein in agreements with all Subconsultant for performing any Services.

- 1.4 Consultant's Reasonable Efforts and Standards of Performance.** Consultant agrees to use its reasonable efforts to perform and/or to cause Subconsultant to perform all Services in accordance with such reasonable time requirements and reasonable written instructions, as may be requested or provided by Aviation Authority, and Consultant agrees to perform and/or cause Subconsultant to perform all Services in accordance with applicable professional standards, and in accordance with the conditions contained in this Agreement.
- 1.5 Consultant's Liability.** Consultant shall be and remain liable in accordance with applicable law for all damages to Aviation Authority caused by the improper acts or omissions of Consultant or by any Subconsultant in performing any Services to the extent determined by a court of competent jurisdiction, not subject to further appeal. All provisions of this Agreement specifying Consultant's obligation and duties in performing Services shall apply equally to Subconsultant performing Services.
- 1.6 Consultant's Obligation to Correct Errors or Omissions.** Consultant agrees to be responsible for the quality, technical adequacy, and accuracy, of all Services furnished by Consultant or any Subconsultant, in accordance with its specific obligations hereunder. Consultant shall, without additional cost or expense to the Aviation Authority, correct or revise any errors, omissions, or other deficiencies in the Services performed by Consultant or Subconsultant, resulting from improper acts or omissions of Consultant or Subconsultant to the extent determined by a court of competent jurisdiction, not subject to further appeal.

- 1.7 Consultant's Compliance with Laws and Regulation.** Consultant and its employees shall promptly observe and comply with then applicable provisions of all Federal, State and local laws, rules and regulations which govern or apply to the Services rendered by Consultant hereunder, or to the wages paid by Consultant to its employees. Consultant shall require all of its Subconsultants to comply with the provisions of this section.
- 1.8 Consultant Is Not Aviation Authority's Agent.** Consultant is, and at all times shall be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of the Consultant by the terms of this Agreement. The Consultant shall be liable for any of its acts, and the acts of its Subconsultants, and respective agents or employees, and nothing contained herein shall be construed as creating the relationship of employer and employee, nor principal and agent, between the Aviation Authority and the Consultant or any Subconsultant. Neither Consultant nor any Subconsultant is authorized to act as Aviation Authority's agent hereunder nor to have Aviation Authority, express or implied, to act for or bind Aviation Authority.
- 2. Compensation.**
- 2.1 Compensation.** For the Services rendered by Consultant, compensation to Consultant will not exceed and will be in accordance with the schedule of rates, fees and charges set forth on ***Exhibit "B"*** attached hereto and incorporated herein.
- 2.2 Reimbursable Expenses.** . The annual compensation includes all expenses to be incurred by Consultant as contemplated on the Effective Date of this Agreement. In the event that requirements for extraordinary travel arise then Consultant shall submit a request in writing in advance of the travel date(s) to the Chief Executive Officer, which request shall be handled in accordance with all applicable laws and section 430.02 of the Aviation Authority's Policies and Procedures Manual ("Travel Policy") as amended from time to time; however, such amount for international travel requires prior express written approval of the Aviation Authority.
- 2.3 Statements.** The Consultant shall submit statements to Aviation Authority for all Services rendered hereunder. The statements shall include detailed information pertaining to any fees received or expected to be received by the Consultant or an affiliate of the Consultant during the same period covered by the statements in connection with or arising from Services performed by the Consultant for the Aviation Authority. Statements shall be in a form and with detail satisfactory to Aviation Authority, shall include the nature and amount of each fee, separated and identified as reasonably requested by the Aviation Authority. The making of any willfully false statement by the Consultant in a billing statement shall be grounds for the termination of this Agreement by Aviation Authority.
- 2.4 Maintenance of Records.** Consultant shall maintain complete and accurate records relating to Services rendered pursuant to this Agreement. Cost records shall be kept in accordance with generally accepted accounting principles and practices consistently applied and in Consultant's customary form and scope. Records and invoices for Services shall include all of the information required in order to determine

Consultant's Services performed hereunder, and shall identify the Services rendered in a manner reasonably acceptable to Aviation Authority.

2.5 Records Availability. All of the Consultant's records directly relating to Services shall, upon reasonable notice by Aviation Authority, be made available to Aviation Authority or its representative's at all reasonable times, to review, inspect, audit or copy Consultant's records. If any such audit establishes that Consultant has overstated service fees, the amount of any overcharge paid by Aviation Authority as a result of an overstatement shall forthwith be refunded by Consultant to Aviation Authority with interest thereon, if any, at the prime rate as from time to time published by *The Wall Street Journal* on any overstated amount accrued from forty-five (45) days after the Aviation Authority's notice to Consultant of overstatement.

2.6 Adjustment to Fees. Consultant represents and warrants that all billable fees furnished by Consultant to Aviation Authority shall be accurate, complete, and current as of the date of this Agreement and as of the date of any addendum hereto.

3. Term and Termination.

3.1 Term. This Agreement shall become effective upon its execution by the Aviation Authority beginning **October 1, 2023** and shall continue in effect for the estimated period of Three Years, **through September 30, 2026, with Two one year terms,** unless terminated earlier as provided for herein or extended by an Amendment hereto executed by both Parties. The Agreement between the successful Proposer and the Aviation Authority will be non-exclusive.

3.2 Termination on Default. This Agreement may be terminated in whole or in part in writing by either party in the event of the failure or refusal of the other party to perform or do any obligation herein required of that party within five (5) days after written notice from the non-defaulting party. Liability arising from improper acts or omissions and any indemnity obligations shall survive the termination of this Agreement.

3.3 Termination without Default. Aviation Authority may terminate this Agreement for any reason or no reason upon not less than thirty (30) calendar days written notice of intent to terminate.

3.4 Effect of Termination. For any termination, Consultant shall have no entitlement to recover anticipated profit for Services or other work not performed; provided, however, the Aviation Authority shall pay Consultant for Services performed up to the date of termination, as determined in the discretion of the Aviation Authority.

3.5 Notice of Intent to Terminate. Upon receipt of notice of intent to terminate from Aviation Authority pursuant to sections 3.2 or 3.3 above, or upon Consultant's giving of notice of intent to terminate pursuant to section 3.2 above, Consultant shall: (1) promptly discontinue all Services affected (unless Aviation Authority directs otherwise); and (2) deliver or otherwise make available to Aviation Authority all data, calculations, estimates, graphics, documents, photographs, reports, memoranda, other documents and instruments, and such other information and materials as may

have been produced as original deliverables by Consultant or by Subconsultants in performing services under this Agreement, whether completed or in process.

- 3.6 Aviation Authority's Right to Complete Terminated Services.** Upon termination pursuant to sections 3.2 or 3.3 above, Aviation Authority may take over the Services and perform the Services to completion by agreement with another party or otherwise. In doing so, the Aviation Authority shall not waive any rights it may have to pursue any and all rights it may have against Consultant arising out of Consultant's performance hereunder.

4. Warranties and Representations of Consultant.

- 4.1 State Code of Ethics.** Consultant represents that it is familiar with the terms and conditions of Section 112.313, Florida Statutes, and Consultant further represents and warrants unto Aviation Authority that to the best of its knowledge and good faith belief no director, officer, employee or agent of Aviation Authority or the City of Orlando, Florida (the "City") has any interest, either directly or indirectly, in the business of Consultant to be conducted under this Agreement or the proceeds thereof. Consultant further represents and warrants to Aviation Authority that it has not employed or retained any company or person, other than a bona fide employee working wholly for Consultant, to solicit or secure this Agreement, that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement, and that it has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the Services of any firm or person in connection with carrying out this Agreement.

- 4.2 Public Entity Crimes/Debarment.** Consultant represents that it is familiar with the terms and conditions of Section 287.133, Florida Statutes, and Consultant further represents and warrants unto Aviation Authority that to the best of its knowledge and good faith belief that neither Consultant nor any affiliate of Consultant has ever been convicted of a public entity crime. Consultant acknowledges receipt of the following notice:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of \$25,000 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 Aviation Authority's Debarment List pursuant to Aviation 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 Aviation Authority, on behalf of the Aviation Authority, or on Aviation Authority property,

regardless of whether there is a contractual relationship with the Aviation Authority. The Aviation 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 Aviation Authority's Debarment List for your review at the following email: debarmentlist@goaa.org.

- 4.3 Public Records; Open Meetings.** The Consultant has been advised that the Aviation Authority, and its activities, are subject to (i) the Public Records Law, Chapter 119, Florida Statutes, which imposes broad disclosure requirements upon documents of the Aviation Authority with regard to documents deemed to be public records, and (ii) the Government-in-the-Sunshine-Law, Section 286.011, Florida Statutes, which requires, with limited exceptions, the Aviation Authority to conduct business in open meetings. Consultant will cooperate with Aviation Authority to observe and comply with the requirements of said laws in performing the Services. The Consultant agrees that it will comply with all Aviation Authority policies and procedures in observing the requirements of said laws.
- 4.4 Duty to the Aviation Authority.** The Consultant will represent the Aviation Authority to the best of the Consultant's ability with respect to the performance of the Services, including without limitation in making recommendations to the Aviation Authority and will not make recommendations or otherwise perform Services based on criteria or factors other than the best interests of the Aviation Authority.
- 4.5 Conflict of interest.** The Consultant shall comply at all times with the affirmative statement provided with its Proposal that during the period of this Agreement, the Consultant and its team members are not currently involved with any active agreement with any Aviation Specialty or developer that would be in conflict with the Aviation Authority, and agree not to enter in to any such agreement during the duration of this Agreement.
- 4.6 Conflict of Interest After Performance.** The Consultant shall be prohibited from actively recruiting or soliciting Aviation Authority employees during the Consultant's performance of services and for 180 days after the conclusion of services.
- 4.7 Consultant to Comply.** The Consultant shall comply at all times with the certifications, affirmative statements and other representations made by the Consultant in the Proposal in connection with this Agreement, unless waived in writing by the Aviation Authority; which certifying affirmative statements and other representations are incorporated herein by this reference.

5. Member Protection: Waiver.

No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreements or documents pertaining to the Services of Consultant or any Subconsultant hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Aviation Authority 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 Agreement, shall be had against any member, officer, employee,

or agent, as such, past, present or future, of Aviation Authority either directly or through Aviation Authority or otherwise, for any claims arising out of this Agreement of the Services rendered pursuant to it, or for any sum that may be due and unpaid by Aviation 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 Aviation Authority member, officer, employee or agent as such, to respond by reason of any act of omission on his or her part or otherwise for any claim arising out of this Agreement or the Services rendered pursuant to it, or for the payment for or to the Aviation Authority, or any receiver therefor or otherwise, of any sum that may remain due and unpaid by Aviation Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

6. Indemnification.

The Consultant shall indemnify, defend and hold completely harmless the Aviation Authority and the City, and the members (including, without limitation, members of the Aviation 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) the breach of this Agreement by the Consultant, (ii) by reason or on account of damage to or destruction of any property of Aviation 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 Consultant's performance of services under this Agreement, or (iii) the wrongful acts or omissions or willful misconduct of the Consultant's officers, agents, employees, Sub-Consultants, licensees or invitees, regardless of where the damage, destruction, injury or death occurred. Aviation Authority agrees to give the Consultant reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Consultant 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. The indemnification provisions of this Section shall survive the expiration or earlier termination of this Agreement.

7. Insurance.

At its sole expense, the Consultant shall maintain the following insurance during the term of this Agreement, including any extensions or renewals and such insurance will apply to Consultant, its employees, agents, and subcontractors.

7.1 General Liability and Automobile Liability:

7.1.1 Commercial General Liability insurance covering any and all claims for property damage and bodily injury (including death) and including, but not limited to premises, products and completed operations, and contractual liability for Consultant's covenants, with a limit of liability not less than One Million Dollars (\$1,000,000) per occurrence; and

- 7.1.2 **Automobile liability insurance** covering each motor vehicle, including but not limited to owned, non-owned, or hired, used in conjunction with providing Services on Authority property resulting in property damage or bodily injury, including death with a limit of not less than Three Hundred Thousand Dollars (\$300,000) combined single limit per accident;
- 7.2 **Additional Insured Endorsement.** Such above referenced liability insurance shall name 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 as additional insureds.
- 7.3 **Workers' Compensation and Employer's Liability.** The following insurance shall apply to all Consultant's employees who will be engaged on Authority property in the performances of Services in this Agreement: (i) workers' compensation insurance with statutory limits in accordance with Florida law, and (ii) employer's liability insurance policy limits not be less than \$100,000 for each accident, \$100,000 for disease each employee and \$500,000 for disease policy limit. If the Consultant is self-insured, the Consultant shall provide proof of self-insurance and authorization to self-insure as required by applicable Florida laws and regulations.
- 7.4 **Professional Services / Errors & Omissions Liability Insurance.** Insurance covering Consultant for claims, losses and expenses resulting from wrongful acts or omissions committed in the performance of, or failure to perform, all Services under this Agreement with limits not less than One Million Dollars (\$1,000,000) per claim.
- 7.5 **Other Insurance Requirements.** Consultant agrees to the following as it relates to all above required insurance:
- 7.5.1 **Self-Insured Retention and Deductibles.** Consultant'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 Consultant's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Consultant pay the deductible prior to its insurer's payment of the claim.
- 7.5.2 Insurance policies shall be primary insurance and not contributory to any other valid insurance the Aviation Authority may possess, and that any other insurance the Aviation Authority does possess shall be considered excess insurance only.
- 7.5.3 Insurance shall be carried with an insurance company or companies with a financial stability rating by A.M. Best of B+ VI or better and said policies shall be in a form acceptable to the Aviation Authority.

- 7.5.4 Any liability insurance maintained by Consultant written on a claims-made form basis will maintain coverage for two (2) years to cover claims made after the Consultant has concluded its services to the Aviation Authority.
- 7.5.5 All insurance required for this Contract shall contain a waiver of subrogation clause, as allowed by law, in favor of the Aviation Authority and the City of Orlando. A properly completed and executed Certificate of Insurance on a form provided or approved by the Aviation Authority (such as a current ACORD form) evidencing the insurance coverages required by this Section shall be furnished to the Aviation Authority upon the Notice of Intent to Award of contract or prior to any start of services, whichever comes first, and each renewal thereafter during the term of this Agreement and its renewal/extension. Consultant acknowledges that any acceptance of Certificate of Insurance by Aviation Authority does not waive any obligations herein this Agreement.
- 7.5.6 The Aviation Authority is currently contracted with a third party for the management of all insurance certificates related to Aviation Authority Contracts. Consultants who enter into a Contract with the Aviation Authority will be contacted directly by the third party vendor for insurance certificates and related matters such as expired certificates. An introductory letter will be sent instructing each Consultant of the proper procedures for processing updated insurance certificates as well as any other insurance related matter that may arise over the term of the Contract. Consultants will respond as directed in the introductory letter as well as any further instructions they may receive.
- 7.5.7 The Consultant shall provide the Aviation Authority immediate written notice of any adverse material change to the Consultant's required insurance coverage. For purposes of this Insurance Section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, or any increase in the Consultant's self-insured retention and any non-renewal or cancellation of required insurance.
- 7.5.8 If any insurance coverage is canceled or reduced, Consultant shall, within forty-eight (48) hours remit to Aviation Authority a Certificate of Insurance showing that the required insurance has been reinstated or replaced by another insurance company or companies acceptable to Aviation Authority. If Consultant fails to obtain or have such insurance reinstated, Aviation Authority may, if it so elects, and without waiving any other remedy it may have against Consultant, immediately terminate this Contract upon written notice to Consultant.
- 7.5.9 The Aviation 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 Consultant shall comply with all reasonable requests of the Chief Executive Officer with respect thereto.

8. Compliance with Nondiscrimination Requirements.

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:

- 8.1 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.
- 8.2 Nondiscrimination.** 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.
- 8.3 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.
- 8.4 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.
- 8.5 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:
- 8.5.1 Withholding payments to the contractor under the contract until the contractor complies; and/or
- 8.5.2 Cancelling, terminating, or suspending a contract, in whole or in part.
- 8.6 Incorporation of Provisions.** The contractor will include the provisions of paragraphs 8.1 through 8.6 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.

9. Title VI List of Pertinent Nondiscrimination Acts and Authorities.

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:

- 9.1** 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);
- 9.2** 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);
- 9.3** 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);
- 9.4** 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;
- 9.5** The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- 9.6** 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);
- 9.7** 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);
- 9.8** Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing

entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- 9.9** 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);
- 9.10** 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;
- 9.11** 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);
- 9.12** 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).

10. 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.

11. 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.

12. Whistle Blower Reporting Line.

The Aviation 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 Consultant shall include this reporting requirement in all subcontracts and vendor agreements. The Consultant is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

13. Florida Law.

This Agreement was made in the State of Florida and shall be governed by and construed in accordance with Florida law.

14. Remedies.

In the event of default, in addition to any other remedy available to the non-defaulting party, the non-defaulting party pursuant to the terms may terminate this Agreement in accordance with Section 3.2. Any such termination shall not waive or replace any other legal or equitable remedies available to the non-defaulting party. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or any other remedy available to any party at law or in equity.

15. Attorney's Fees and Costs.

To the extent allowable by law, in the event that any legal proceedings at law or in equity arising hereunder or in connection herewith (including any appellate proceedings), the prevailing party shall be awarded costs, reasonable expert fees and reasonable attorney's fees incurred in connection with such legal proceedings as determined by a court of competent jurisdiction.

16. Venue and Waiver of Jury Trial.

The appropriate venue for any actions arising out of this Agreement will be any court of competent jurisdiction in Orange County, Florida. Such claims, disputes or other matters shall not be subject to arbitration without the prior written consent of both Aviation Authority and Consultant. The parties hereby agree that process shall be served on Consultant and Aviation Authority in the manner prescribed by applicable law. To encourage prompt and equitable resolution of any litigation that may arise hereunder, the parties hereby waive any rights and either party may have to a trial by jury of any such litigation.

17. Transfers, Assignments and Subcontracts.

Consultant shall not transfer or assign any of its rights hereunder except as otherwise authorized in this Agreement or any of its obligations hereunder to third parties without the prior written approval of Aviation Authority. Aviation Authority shall be entitled to withhold such approval for any reason or for no reason. Except as limited by the provisions of this section, this Agreement shall inure to the benefit of and be binding upon Aviation Authority and Consultant, and their respective successors and assigns.

18. Miscellaneous Provisions.

- 18.1** The Consultant shall promptly observe, and comply with applicable provisions of all federal, state and local laws, rules and regulations that govern or apply to the services rendered by the Consultant hereunder.
- 18.2** The Consultant shall produce and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits and other authorization as are required by law in order for the Consultant to render the services required hereunder.
- 18.3** All information and documents received from the Consultant in response to this RFP will become the property of the Aviation Authority, will not be returned to the Consultant, and will be incorporated in the final Agreement in the event of Agreement award. Any work product produced as part of the Agreement will become the exclusive property of the Aviation Authority.
- 18.4** If Aviation Authority determines that modifications to this Agreement are required in order to qualify for federal or state funding for the services to be rendered by the Consultant hereunder, and if the Consultant is unable to comply within a reasonable time with applicable federal and state laws and regulations governing the grant of such funds for services to be rendered hereunder, then notwithstanding anything else herein contained, Aviation Authority shall have the right, by giving written notice to the Consultant, to terminate this Agreement forthwith.
- 18.5** The Consultant 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 Consultant 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 Consultant for the longer of the following periods: (a) the period during which the property is used by the Aviation 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 Aviation Authority or any transferee retains ownership or possession of the property. In the case of a construction project, this Provision binds the Consultant from the Proposal solicitation period through the completion of the Agreement.

18.6 Consultant and its Sub-Consultants, 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 Aviation Authority's Chief Executive Officer or designee. Consultant and its Sub-Consultants shall account for all expenses of any nature related to transactions in connection with this Agreement in a manner which segregates in detail those transactions from other transactions of the Consultant and Sub-Consultants and which support the amounts reported and/or invoiced to the Aviation Authority. At a minimum, Consultant's and Sub-Consultant'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 Aviation 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 Aviation Authority be made available in Orange County, Florida, for inspection, examination, audit and copying by Aviation 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. Consultant and SubConsultant 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 Aviation Authority and/or its representative such assistance as may be required to allow complete access to such records. The Chief Executive Officer may require Consultant and Sub-Consultants to provide other records the Chief Executive Officer, in his or her sole discretion, deems necessary to enable the - to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Agreement. 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, Consultant and its Sub-Consultants agree that such amounts shall be payable to the Aviation Authority. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the Aviation Authority, or any claim is made or litigation commenced relating to this Agreement by the Aviation Authority, the Consultant, or a third party, the Consultant shall continue to maintain all such records, and the Aviation 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 Agreement. In the event of any conflict between any provision of this Agreement and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Agreement shall control even where this Agreement references such provisions or standards. In particular, without limitation, Consultant and Sub-Consultants shall maintain all records required under this Agreement 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 Consultant to the Aviation Authority, Consultant shall

forthwith, upon written demand from the Aviation Authority, pay the Aviation 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 Aviation Authority. Further if such inspection, examination or audit establishes that the Consultant has over billed such amounts for any Agreement period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Consultant.

- 18.7** In the course of performing the Agreement work, Consultant 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 Aviation Authority. Consultant agrees to hold such information in confidence and to make such information known only to its employees, affiliates, agents, Sub-Consultants, and Sub-Consultants who have a legitimate need to know such information and who are under a similar obligation of confidentiality. The Consultant shall seek the Aviation 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 Consultant must notify the Aviation Authority as soon as practicable in the event Consultant 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 Aviation Authority and/or Individuals ("Data Breach") involving Consultant 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 Consultant is responsible for the Data Breach and upon mutual agreement of the parties, Consultant shall be responsible to implement, in coordination with the Aviation Authority, a commercially reasonable Remediation Plan to address and respond to a Data Breach. Such commercially reasonable "Remediation Plan" will include certain administrative requirements associated with addressing and responding to such Data Breach to the extent necessary under the circumstances, and may include but is not necessarily limited to: (i) preparation and mailing or other transmission of legally required notifications, (ii) preparation and mailing or other transmission or communication to impacted Individuals such as may be required by applicable law or regulation; (iii) offering potentially impacted Individuals the opportunity to enroll in a credit monitoring service offered by a vendor of Consultant'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 Aviation Authority under this Agreement. The provisions of this Section 18.6 shall survive the expiration or earlier termination of the Agreement.

18.8 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENTT, PLEASE USE THE LINK TO CONTACT THE AVIATION AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS: <http://orlandoairports.net/publicrecords>; PHONE NUMBER: (407) 825-2400; AND MAILING ADDRESS: GREATER ORLANDO AVIATION AUTHORITYY, PUBLIC RECORDS, ONE JEFF FUQUA BOULEVARD, ORLANDO, FL 32827. A Consultant with an Aviation Authority Agreement for services, must comply with Florida Statute, Chapter 119.071, specifically to:

- 18.8.1 Keep and maintain public records that ordinarily and necessarily would be required by the Aviation Authority in order to perform the service.
- 18.8.2 Upon request from the Aviation Authority's custodian of public records, provide the Aviation 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 Aviation 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.
- 18.8.3 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 Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the Aviation Authority.
- 18.8.4 Upon completion of the Agreement, meet all requirements for retaining public records and transfer, at no cost to the Aviation Authority, all public records in possession of the Consultant or keep and maintain public records required by the Aviation Authority to perform the service. If the Consultant transfers all public records to the Aviation Authority upon completion of the Agreement, the Consultant shall, upon termination of the Agreement, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Aviation Authority, upon request from the Aviation Authority's custodian of public records, in a format that is compatible with the information technology systems of the Aviation Authority.
- 18.8.5 If a Consultant does not comply with a public records request, the Aviation Authority shall enforce the contract provisions in accordance with the Agreement.

19. Entire Agreement.

This Agreement constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

20. Amendment; Waiver.

Except for the Aviation Authority's right to reduce the scope of services as provided in section 1.1 above, this Agreement shall not be amended or modified other than in an amendment writing signed by the parties hereto. The Aviation Authority and Consultant reserve the right to amend this Agreement in writing at any time by such mutually executed amendment. Failure to by any party at any time to enforce any default or right reserved to it or to require the performance of any of the terms, covenants or provisions hereof by the other party at the time designated, shall not be deemed a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

21. Severability.

If any term or provision of this Agreement shall be found to be unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

22. Time is of the Essence.

Time is of the essence in the performance of this Agreement.

23. Execution and Counterparts.

To facilitate execution, the parties hereto agree that this Agreement and any Amendments may be executed and tele-copied to the other party and that the execution telecopy shall be binding and enforceable as an original. The parties agree to fully execute two (2) originals of this Agreement. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

24. Notices.

All notices under this Agreement shall be in writing and shall be given by United States Certified Mail Return Receipt Requested postage prepaid addressed to:

To Consultant: CHMWarnick, Inc.
548 Cabot Street
Beverly, MA 01915
Attention: Chad Sorensen/Managing Director/COO

With copy to:

To Aviation Authority: **Greater Orlando Aviation Authority**
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399
Attention: Chief Executive Officer

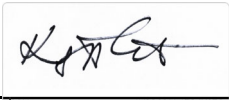
The Aviation Authority's Chief Executive Officer, or designee, shall act as Aviation Authority's agent with respect to the Services to be rendered by Consultant hereunder and shall transmit instructions, receive information, and communicate Aviation Authority's policies and decisions to Consultant regarding such Services. Either party may change the designee or address for notices by written notice given in accordance with the terms of this Section 24.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first mentioned above.

GREATER ORLANDO AVIATION AUTHORITY

“AVIATION AUTHORITY”

By: 
box SIGN 1V3Q39J4-4ZQ6Y27Q

Title: Chief Executive Officer

Date: Sep 18, 2023

CHMWARNICK, INC.

“CONSULTANT”

By: 
box SIGN 197LRX9Y-4ZQ6Y27Q

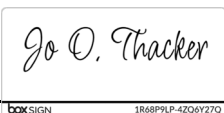
Title: Managing Director & CEO

Date: Sep 9, 2023

APPROVED AS TO FORM AND LEGALITY

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

Name of
Law Firm: Nelson Mullins

By: 
box SIGN 1R68PPLP-4ZQ6Y27Q

Date: Sep 10, 2023

Exhibit “A” – Scope of Services

A. Scope of Work/Services

1. Monitoring and assessing the Hotel’s compliance with existing contracts, licenses, and leases (including management agreements). Monitoring, analyzing, and making recommendations concerning the Hotel’s;
 - a) business operations;
 - b) financial performance;
 - c) accounting and reporting practices;
 - d) operating, capital expenditure, and other budgets; and
 - e) marketing and business plans.
2. Conducting market analyses and monitoring market conditions to identify opportunities for the Hotel.
3. Regular communication with the executive staff of the Aviation Authority concerning the Hotel operations.
4. Reviewing and assisting with negotiating purchasing decisions for the Hotel.
5. Meeting with the Hotel staff by conference call or site visit as necessary to effectuate any of the foregoing.
6. The Consultant shall provide review(s) and update(s) as necessary, including but not limited to:
 - a) Written monthly analysis of the Hotel’s monthly performance report,
 - b) Written Quarterly report analyzing the Hotel’s overall performance including recommendations to improve performance, and
 - c) Written annual evaluation of the Hotel’s proposed operation and capital budget.

B. Additional Services

If during the contractual period additional services are needed, the selected Consultant may, at the option of the Aviation Authority, be engaged to perform these services. The selected Consultant, shall upon receipt of the written request from the CEO, perform such additional services based upon the hourly rates in the Professional Services Agreement. All additional work will be documented by amendment to be approved following Aviation Authority policies prior to the performance of any additional services.

C. Non-Exclusive Services

This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the Aviation Authority reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

Exhibit “B” – Schedule of Fees

Professional fees in association with the Scope of Services are as follows, which are inclusive of travel and expenses:

Year 1	October 1, 2023 - September 30, 2024	\$17,000.00	per month
Year 2	October 1, 2024 - September 30, 2025	\$17,000.00	per month
Year 3	October 1, 2025 - September 30, 2026	\$17,000.00	per month

Additional Services – Hourly Rates

Principal	\$700.00
Consultant	\$500.00
Other	\$300.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2023

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 Optisure Risk Partners LLC 40 Stark Street Manchester NH 03101	CONTACT NAME: certificates@rrsins.com PHONE (A/C, No, Ext): 617-284-5260 FAX (A/C, No): E-MAIL ADDRESS: certificates@rrsins.com
INSURED CHMWarnick, Inc. 548 Cabot Street Beverly MA 01915	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Co LTD INSURER B: QBE Specialty Insurance Company INSURER C: Hartford Fire & Its P&C Affiliates INSURER D: INSURER E: INSURER F:
	NAIC # 11000 914

COVERAGES**CERTIFICATE NUMBER:** 1291068050**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
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			08SBATZ2433	10/19/2022	10/19/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			08UECAA3942	10/19/2022	10/19/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			08SBATZ2433	10/19/2022	10/19/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	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	N/A	08WECCN5904	10/19/2022	10/19/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			100004441	10/19/2022	10/19/2023	\$5,000,000. Limit Per Claim Limit Aggregate

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

Re: City of Orlando, Contract

Aviation Authority and the City of Orlando and their members (including, without limitation, members of the Aviation 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 on a primary and non-contributory basis under the Commercial General Liability, Automobile, as required by written contract executed prior to loss.

Waiver of Subrogation applies in favor of Aviation Authority and the City of Orlando on all policies as required by written contract executed prior to the loss and permitted by law.
See Attached...

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

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Optisure Risk Partners LLC		NAMED INSURED CHMWarnick, Inc. 548 Cabot Street Beverly MA 01915
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Cancellation Notice of 30 days except 10 days for non-payment per policy provisions.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/28/2023

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 Jeffrey Rendel c/o Stonehenge Insurance Solutions, Inc. 300 Avenue of the Champions; Suite 222 Palm Beach Gardens, FL 33418	CONTACT NAME: PHONE (A/C, No, Ext): (561) 746-5027 FAX (A/C, No): (561) 746-5028 E-MAIL ADDRESS: certs@stonehengeis.com														
INSURED Amplify HR Management, LLC One Overlook Point Suite 550 Lincolnshire, IL 60069	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Zurich-American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich-American Insurance Company	16535	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Zurich-American Insurance Company	16535														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:**23IL0241186475**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC 11-33-979-00	09/01/2023	09/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				Location Coverage Period:	09/01/2023	09/01/2024	Client# 1152-MA

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

Coverage is provided for only those co-employees of, but not subcontractors to:

CHMWarnick, Inc. dba: CHMWarnick
548 Cabot St
Beverly, MA 01915

CERTIFICATE HOLDER

Greater Orlando Aviation Authority
Orlando International Airport
One 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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION"

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 9/1/23

Policy No: WC 11-33-979-00

Endorsement No:

Insured: Amplify HR Management, LLC Alt. Emp: CHMWarnick, Inc. dba: CHMWarnick

Premium: \$

Insurance Company: Zurich-American Insurance Company

Countersigned By:



Authorized Representative

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CHMWarnick, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 548 Cabot Street	Requester's name and address (optional)
	6 City, state, and ZIP code Beverly, MA 01915	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
			-				-		
or									
Employer identification number									
4	7		-	3	7	5	2	2	6
									1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► <i>Lina For</i>	Date ► 5/24/23
------------------	--	-----------------------

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

1. Proposer's Certification Form

I have carefully examined the Solicitation and any other documents accompanying or made a part of this Solicitations.

I certify that all information contained in this Solicitation is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Solicitation on behalf of the Proposer as its act and deed and that the Proposer is ready, willing, and able to perform if awarded the Proposal.

I affirm willingness to execute an agreement substantially in the form attached as Exhibit 1, Professional Services Agreement.

I certify, under oath, that this Solicitation is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm, or corporation submitting a Solicitation for the same product or service. I further certify that no officer, employee, or agent of the Aviation Authority or any other Proposer has a financial interest in this Solicitation. I further certify that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Company

CHMWarnick, Inc.

Bidder's Signature



Print Name and Title

Chad F. Sorensen
Managing Director/COO

Address:

548 Cabot Street
Beverly, MA 01915

Date June 7, 2023

Duns Number

Federal Tax Id Number 47-3752261

Email: csorensen@chmwarnick.com

Sworn to and subscribed before me by means of:

☒ physical presence or ☐ online notarization

this 7 day of June 2023

by Chad F Sorensen who is

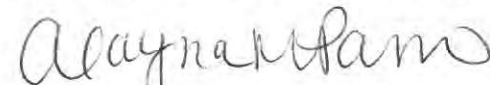
☒ Personally Known; or ☐ Produced Identification. Type of identification produced:

[Check applicable box to satisfy identification requirement of FLA. Stat. §117.05]

(STATE OF Massachusetts Seal)

COUNTY OF Essex

Notary Public My Commission Expires: 1/22/27



Printed, typed or stamped commissioned name of Notary Public)

The Aviation Authority only requires Company Federal Tax Id numbers. The Aviation Authority is not requesting individual social security numbers.



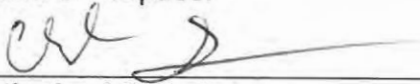
2. Addendum Receipt Verification

Proposers must acknowledge each addenda on this form and include with your submittal. Failure to acknowledge and include each addenda may result in a non-responsive Proposal. The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. <u>1</u>	Dated <u>6/7/23</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

CHMWarnick, Inc

Name of Proposer



Authorized Signature

Chad F. Sorensen

Name (Typed or Printed)

Managing Director/COO

Title

June 7, 2023

Date

Addendum 1

Solicitation No. 23-314-RFP

Hotel Asset Management Services

Tuesday, June 6, 2023

This addendum forms a part of the Solicitation Documents described above. The original Solicitation Documents remain in full force and effect except as modified by the following which shall take precedence

- ITEM 1.** **Question:** What are the historical revenues for this operation for the past 5 years?
Answer: This information can be located on the Aviation Authority's Annual Comprehensive Financial Report, pages 184-185, which is available on our website at: <https://orlandoairports.net/airport-business/#investor-relations>
- ITEM 2.** **Question:** Can you provide who the incumbent is?
Answer: The current provider is the Pinnacle Advisory Group.
- ITEM 3.** **Question:** Is the incumbent invited in bidding in this RFP process?
Answer: All interested vendors may submit a response to the RFP
- ITEM 4.** **Question:** Is there going to be a formal site visit or are prospective bidders encouraged to visit on their own?
Answer: No formal site visit to the hotel will be provided.
- ITEM 5.** **Question:** Are you able to provide what the current property management system is?
Answer: The current system in use is the Oracle Hospitality Opera 5 Property Management System.
- ITEM 6.** **Question:** When did the last renovation take place and what did it entail?
Answer: The most recent renovation was completed on the hotel guest rooms in 2019.

Janice K. Hughes

Janice K. Hughes, CPPB
Senior Purchasing Agent
Janice.Hughes@goaa.org

Date: 06/06/2023

3. Certification Regarding Prohibition against Contracting with Scrutinized Companies

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a Contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the Aviation Authority may immediately terminate any Contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of Proposer as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any Contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

CHMWarnick, Inc.

Name of Proposer



Authorized Signature

Chad F. Sorensen

Name (Typed or Printed)

Managing Director/COO

Title

June 7, 2023

Date

4. Conflict of Interest Disclosure Form

The award of this Contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the Aviation Authority.

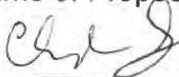
By submission of this Proposal, the undersigned certifies, under penalty of perjury, which to the best of their knowledge and belief, have met the Florida Statute.

Comments:

Acknowledged by:

CHMWarnick, Inc.

Name of Proposer



Authorized Signature

Chad F. Sorensen

Name (Typed or Printed)

Managing Director/COO

Title

June 7, 2023

Date

5. MWBE Form Letter of Intent/Affirmation

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

Bidder: Name CHMWarnick, Inc.

Address 548 Cabot Street

City Beverly State MA Zip 01915

MWBE Firm: Name The 26 Co

Address 1646 West Snow Avenue

City Tampa State FL Zip 33606

MWBE Contact: Name: Aaron Anderson Phone (630) 346-2998

Email: Aaron@the26co.com

MWBE Certification Agency: GOAA (application filed 06/12/2023 Expiration Date TBD)

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

Scope of Work	Quantity	Rates	Total
Review and assess hotel capital plans, budget and expenditures			\$ 20,400

Year 1: \$ 20,400

Year 2: \$ 20,400

Year 3: \$ 20,400

Total Term Value: \$ 61,200 Percent of Total Bid: 10 %

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: Aaron Anderson Founder | CEO 5.30.2023
(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] Managing Director/COO 5/31/23
(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.

LDB/MWBE Application

TYPE	LDB/MWBE Application
CERTIFYING AGENCY	Greater Orlando Aviation Authority
BUSINESS NAME	The 26 Company LLC
CURRENT STATUS	Submitted, Pending Receipt
APPLICATION NUMBER	8362274
CONTACT PERSON	Aaron Anderson

Electronic Signature

SIGNATURE	<i>Lelandn Aaron Anderson</i>
TITLE	Founder CEO
ORGANIZATION	The 26 Company LLC
DATE	6/12/2023
IP NUMBER	71.41.42.19
TOKEN	BFD35050B961894294C75937833E085DB5234F7E150C0222D2...

6. Current W9

Request for Taxpayer Identification Number and Certification ►

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

No RFP Response

If your firm is unable to submit a response at this time, please provide your firm's reason for not submitting and return to the Senior Purchasing Agent listed on the Cover Page.

The remainder of this page is intentionally blank.



GREATER ORLANDO AVIATION AUTHORITY

REQUEST FOR PROPOSAL (RFP)

PROFESSIONAL SERVICES

23-314-RFP HOTEL ASSET MANAGEMENT SERVICES

RFP documents are available from the Greater Orlando Aviation Authority's Purchasing and Procurement Department e-Procurement Platform:

<https://procurement.opengov.com/portal/goaa>

RFP SUBMISSION DUE DATE

Sealed Electronic offers will be accepted up to **11:00 AM (local time), Tuesday, June 13, 2023**, via the electronic procurement portal referenced above.

A virtual opening will be held via a GoToMeeting. Please join the Virtual Opening from your computer, tablet or smartphone.

<https://meet.goto.com/460518093>

United States (Toll Free): 1 866 899 4679
Access Code: 460-518-093

DIRECT ALL QUESTIONS & INQUIRES:

Through the e-procurement portal: <https://procurement.opengov.com/portal/goaa>

DEADLINE FOR QUESTIONS **May 30, 2023, 5:00 p.m. EST**

E-Procurement Platform

The Aviation Authority's Purchasing Department has transitioned to a new E-Procurement Platform OpenGov, effective April 3, 2023.

New solicitations are posted with OpenGov and electronic responses will be accepted via the e-Procurement Portal.

To access new solicitations visit: <https://procurement.opengov.com/portal/goaa> to get started, click [here](#) to sign up. You will receive an email to activate your account.

For more information about how to register, please see OpenGov's [help file here](#).

Registration and Notification of Solicitations

THERE IS NO COST FOR VENDORS TO REGISTER WITH OPENGOV

Receiving Electronic Responses to Bids/Proposals

To successfully submit a response to a solicitation, Vendors are required to submit their electronic response via OpenGov - <https://procurement.opengov.com/portal/goaa>.

Mailed, faxed, emailed, and hand delivered submissions will not be accepted. Responses will only be accepted via OpenGov. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.

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1.0 GENERAL INFORMATION

1.1 Tentative Schedule

Release Date	May 14, 2023
Deadline for submission of questions (by 5:00 p.m. Eastern Time)	May 30, 2023
Release of Addendum, if any	June 6, 2023
Deadline to submit Proposals (by 11:00 a.m. Eastern Time)	June 13, 2023
Evaluation by Procurement Committee	July 11, 2023
Interviews, if necessary	July 18, 2023
Aviation Authority Board	August 16, 2023

The meetings of the Procurement Committee and Aviation Authority Board are public meetings, and meeting schedules are posted every week on the Aviation Authority website.

1.2 Intent and Purpose

- a. The Greater Orlando Aviation Authority ("Aviation Authority") is soliciting interested parties to provide hotel asset management services for the existing hotel property located at the Orlando International Airport.
- b. The Agreement period, if an Agreement is awarded following the RFP process, will be for three **(3) years**, with two (2) additional renewal options of one (1) year each, with the initial service to commence on or about **October 1, 2023**. The agreement between the successful Proposer(s) and the Aviation Authority will be non-exclusive.

1.3 Objectives

The selected Proposer shall perform, for and on behalf of Aviation Authority, hotel asset management services for their existing hotel.

1.4 Background Information

- a. Orlando International Airport (MCO) is operated and managed by the Aviation Authority. It is expected that more than 54.4 million domestic and international passengers will travel through MCO during the 2022-2023 fiscal year. As of January 2023, MCO is served by 34 commercial airlines and 6 cargo carriers. In January 2022, MCO was served by 30 commercial airlines and 7 cargo carriers.
- b. The Hyatt Regency Orlando International Airport Hotel is located inside the main terminal. The hotel has 445 guestrooms, an outdoor pool, and a 24-hour fitness center. Business amenities include limo/town car service and the capability to print boarding passes in our lobby area. The hotel features a total of 42,000 square feet of meeting space, which includes the Continental Ballroom with 10,612 square feet and Regency Ballroom with 6,972 square

feet. The hotel also has two restaurants, McCoy's Restaurant and Sushi on the lobby level, which includes a Lobby Bar, and Hemisphere Restaurant on the 9th floor.

1.5 **Solicitation Information**

- a. Sealed electronic responses will be received for this solicitation through the Greater Orlando Aviation Authority e-Procurement Portal located at <https://procurement.opengov.com/portal/goaa>. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.
- b. **Responses submitted by hard copy, e-mail, telephone or fax shall not be accepted. Responses submitted outside of the designated electronic submission portal shall be rejected as non-responsive regardless of where received.**
- c. **The Aviation Authority shall not be responsible for delays caused by any occurrence, including a late response due to a technology issue. Late responses shall not be accepted.**
- d. The time/date stamp clock located in the electronic submittal portal shall serve as the official authority to determine lateness of any response.
- e. Proposers shall not be allowed to modify their Responses after the opening time and date. Responses may be examined thirty (30) days after the solicitation opening or upon recommendation for award, whichever occurs first, unless all proposals are rejected.

1.6 **Submitting Questions and Receiving Responses**

Proposers shall submit all inquiries regarding this RFP via the e-Procurement Portal, located at <https://procurement.opengov.com/portal/goaa>. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the Aviation Authority e-Procurement Platform. Proposers **may also click "Follow" on this RFP to receive an email notification when answers are posted.** It is the responsibility of the Proposer to check the website for answers to inquiries.

- a. If a Virtual and/or Pre-Proposal Conference is held, please see the Cover Page of this solicitation for the location, date, and time. The purpose of any Pre-Proposal Conference is to review and discuss the solicitation (and any addenda) as published. Attendance is not mandatory but is highly encouraged. Bidders are expected to be familiar with the RFP Documents.
- b. If the Purchasing Department determines that it is necessary to change the dates or times prior to the due date, the change will be announced and posted on the e-Procurement Portal.

- c. All prospective Proposers shall thoroughly examine and become familiar with the RFP package and carefully note the items which must be submitted with the RFP as detailed in **Section 4, Proposal Response Submittals**.
- d. Submission of a Proposal shall constitute an acknowledgment that the Proposer has read and understands the RFP Documents. The failure or neglect of a Proposer to receive or examine any RFP Document shall in no way relieve it from any obligations under its Proposal or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.

1.7 Communications; Questions Regarding Specifications or Proposal Process

- a. All communication and contact regarding this solicitation shall be directed via the e-Procurement Portal, <https://procurement.opengov.com/portal/goaa>.
- b. In accordance with the Administration Policies Section 180.01 and 180.03; any communication directly or indirectly to seek to encourage any specific result in connection with an Aviation Authority selection process.

1.8 Withdrawal of Proposals

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

1.9 Public Meetings/Public Records

Please be aware that all meetings of the Aviation Authority's Board are duly noticed public meetings and all documents submitted to the Aviation Authority as a part of or in connection with a Proposal will constitute public records under Florida law regardless of any person's claim that proprietary or trade secret information is contained therein.

1.10 Independent Consultant Status and Compliance with the Immigration Reform and Control Act

Proposer is and shall remain an independent Consultant and is neither agent, employee, partner, nor joint venture of Aviation Authority. Proposer acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq. and regulations relating thereto,

as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

1.11 Code of Ethics and Business Conduct Policy

The Aviation Authority has adopted a Code of Ethics and Business Conduct Policy (Section 204.01) which addresses, the obligation of the Aviation 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 Aviation Authority's Board members and employees with respect to having an interest in business entities, outside employment, gratuities, divulgence of information, unauthorized compensation and acceptance of gifts. Please be aware that any violation of this policy by a Proposer and/or any attempt to influence an Aviation Authority Board member or employee to violate the policy is sufficient cause for the denial of the right of the Proposer to Proposal on any Contract or sell any materials, supplies, equipment, or services to the Aviation Authority for a period of time that is determined by the Chief Executive Officer (CEO). A copy of this policy is available upon request from the Chief Administrative Officer.

1.12 Waiver and/or Rejection of Irregular Request for Proposals

The Aviation Authority reserves the right to waive informalities or irregularities in any Proposals, to reject any or all Proposals in whole or in part, with or without cause, and to accept that Proposal, if any, which in its judgment is deemed to be responsible and responsive, and in its sole discretion is deemed the most advantageous to the Aviation Authority to perform the required services after considering the evaluation criteria.

1.13 Exceptions to Terms and Conditions within the RFP

If the Proposer desires to take exception(s) to any portion of the terms and conditions of this RFP, the exception(s) must be taken during the question and answer period, and responses will be included in an Addendum. Exceptions noted within the Proposal will cause the response to be deemed non-responsive.

1.14 Lobbying Statement

All firms are hereby placed on notice the Aviation Authority Board and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the Aviation Authority staff and/or Committee/Board member (with the exception of designated Purchasing Liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation for Bid; and written correspondence concerning Bids may be submitted to the Purchasing Department. An appropriate official or employee of the Aviation 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, GOAA Annex Building, Purchasing

Department, 5855 Cargo Road, Orlando, FL 32827-4399 or to the email address as directed during the Bid process. A copy of the Administration Policies (Sections 180.01 and 180.03) are available upon request from the Chief Administrative Officer. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. (F.S. 287.057 (23))

1.15 Proprietary Information

- a. In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that the RFP and the responses thereto are public records. However, the Proposers are requested to identify specifically any information contained in their Proposal which they believe to be exempt from disclosure, citing specifically the applicable exempting law. The Aviation Authority will consider a Proposer's opinions regarding the applicability of Chapter 119, Florida Statutes, but shall not be obligated to concur in such opinions.
- b. All information and documents received from Proposers in response to this RFP will become the property of the Aviation Authority, will not be returned to the Proposers, and will be incorporated in the final Agreement in the event of Agreement award, with the exception of any financial information exempt from the Public Records Laws. Any work product produced as part of the Agreement will become the exclusive property of the Aviation Authority.

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2.0 SCOPE OF SERVICES

2.1 Scope of Services

The selected Proposer shall perform, for and on behalf of Aviation Authority, hotel asset management services for the existing hotel at the Orlando International Airport, which may include but not be limited to the following:

1. Monitoring and assessing the Hotel's compliance with existing contracts, licenses, and leases (including management agreements). Monitoring, analyzing, and making recommendations concerning the Hotel's:
 - a) Business Operations;
 - b) Financial Performance;
 - c) Accounting and Reporting Practices;
 - d) Operating, Capital Expenditure, and Other Budgets;
 - e) Marketing and Business Plans.
2. Conducting market analyses and monitoring market conditions to identify opportunities for the Hotel.
3. Regularly communicating with the executive staff of the Aviation Authority concerning the Hotel operations.
4. Reviewing and assisting with negotiating purchasing decisions for the Hotel.
5. Meeting with the Hotel staff by conference call or site visit as necessary to effectuate any of the foregoing.
6. Providing review(s) and update(s) as necessary, including but not limited to:
 - a) Written monthly analysis of the Hotel's monthly performance report,
 - b) Written Quarterly report analyzing the Hotel's overall performance including recommendations to improve performance, and
 - c) Written annual evaluation of the Hotel's proposed operation and capital budget.

2.2 Additional Services

If during the contractual period additional services are needed, the selected Proposer, also referred to as Consultant may, at the option of the Aviation Authority, be engaged to perform these services. The selected Consultant, shall upon receipt of the written request from the CEO, perform such additional services based upon the hourly rates in the Professional Services Agreement. All additional work will be documented by amendment to be approved following Aviation Authority policies prior to the performance of any additional services.

2.3 Non-Exclusive Services

This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the Aviation Authority reserves the right to contract with another provider for similar services as it determines necessary in its sole discretion.

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3.0 PROPOSAL REQUIREMENTS

3.1 Proposer's Minimum Requirements

Proposers must meet the following responsibility requirements to be considered for the award of the contract. Proposers will address each requirement specifically in their Proposal. Each Proposer must acknowledge on company letterhead and provide written documentation that their firm meets the Requirements.

- a. Proposer must be registered/qualified to do business in the State of Florida. Provide a copy of such registration/qualification to the Aviation Authority with the Proposal submission.
- b. Proposer shall have a minimum of five (5) years' experience providing services of the type described in the Scope of Services above. Proposer shall provide an affirmative statement and/or documentary proof of such experience with the Proposal submission.
- c. Proposer shall affirm their willingness to execute an agreement substantially in the form attached hereto as Exhibit 1.
- d. Proposer shall provide a statement certifying that they are financially stable and have the necessary resources and financial capabilities to provide the services at the level required by the Aviation Authority.

3.2 Evaluation of Proposal Award

- a. For all Proposers who satisfy the Proposer's Minimum Requirements in Section 3.1, Proposals will be evaluated using the following criteria:

EVALUATION CRITERIA	
CATEGORY	POINTS
Experience and Qualifications of Proposer; and Firm's References	25
Knowledge and Experience of Key Individuals	20
Approach and Methodology - Ability to provide the requested services	20
Additional Requirements of the Proposal (Prior or Pending Convictions, Indictments, Investigations, Regulatory Investigations, Claims Information, Conflict of Interest Proof of Insurance, Meeting MWBE Participation Goal, Return of Required Proposal Forms)	20
Professional Fees	15
TOTAL:	100

- b. The Aviation Authority, in its sole discretion, may award the Contract to the responsible and responsive Proposer submitting the Proposal, which is deemed to be the most advantageous to the Aviation Authority, price and other factors being considered.
- c. The Aviation Authority reserves the right to solicit from available sources relevant information concerning a Proposer's past performance and may consider such information in its evaluation and selection of Proposers.

3.3 Selection Process

- a. Responses to this RFP will be evaluated by the Procurement Committee (PC) based upon the Evaluation Criteria per Section 3.2 and supported by the Proposer required information per Section 4.0 Proposal Submission Requirements. The recommendation of the PC will be considered by the Aviation Authority Board for award.
- b. The PC will evaluate the Proposals and may, at its discretion, invite one or more of the Proposers that appear to be the most advantageous to the Aviation Authority to perform the requested services to present/interview with the PC (Short-listed Proposers). The purpose of such an interview would be to allow Proposers to elaborate upon their Proposal before a recommendation for ranking of the Proposals is made. Interviews, along with the written Proposal will become part of the Proposer's response to be evaluated by the PC.
- c. The PC may conduct a presentation and interview session with each of the short-listed Proposers. Following presentations/interviews, or in the event PC determines that presentations/interviews are not necessary, the PC shall make a final ranking and select in order of preference, in order to make a recommendation to the Aviation Authority's Board, the responsible, responsive, and in its sole discretion, most advantageous to the Aviation Authority to perform the requested services.
- d. The Aviation Authority shall have the right, but not the obligation, to award all or any portion of the services. The extent and scope of the Services, along with the fees for such services, will be subject to final approval by the Aviation Authority.
- e. The Aviation Authority intends, but is not obligated, to enter into a non-exclusive agreement with the highest ranked Proposer to perform the required Services described herein. The Aviation Authority reserves its right to award any or all of the advertised services subject to the availability of funding.
- f. The Aviation Authority reserves the right to waive any informality in the RFPs, to reject any or all RFPs, and to re-advertise or elect not to proceed with the services for any reason.

- g. All recommendations and decisions regarding award of the services shall be made at open public meetings in accordance with the requirements of Florida Statute 286.011, and all interested parties are invited to attend such meetings. The meetings of the PC and Aviation Authority Board are public meetings.
- h. All parties desiring information regarding the award of the Contract may visit <http://Orlandoairports.net> or visit <https://procurement.opengov.com/portal/goaa>.

3.4 Insurance Requirements

At its sole expense, Proposer shall maintain the following insurance during the term of this Contract, including any extensions or renewals and such insurance will apply to Contractor, its employees, agents, and Subcontractors.

a. Commercial General Liability and Automobile Liability.

- 1) Commercial General Liability insurance covering any and all claims for property damage and bodily injury (including death) and including, but not limited to premises, products and completed operations, and Contractual liability for Contractor's covenants, with a limit of liability not less than **One Million Dollars (\$1,000,000)** per occurrence; and
- 2) Automobile liability insurance covering each motor vehicle, including but not limited to owned, non-owned, or hired, used in conjunction with providing Services on Aviation Authority property resulting in property damage or bodily injury, including death with a limit of not less than **One Million Dollars (\$1,000,000)** combined single limit per accident.
- 3) Additional Insured Endorsement. Such above referenced liability insurance shall name the Aviation Authority and the City of Orlando and their members (including, without limitation, members of the Aviation Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents as additional insureds.

b. Workers' Compensation and Employer's Liability.

The following insurance shall apply to all Contractor's employees who will be engaged on the Aviation Authority property in the performances of Services in this Contract: (i) workers' compensation insurance with statutory limits in accordance with Florida law, and (ii) employer's liability insurance policy limits not be less than \$100,000 for each accident, \$100,000 for disease each employee and \$500,000 for disease policy limit. If the Proposer is self-insured, the Proposer shall provide proof of self-insurance and authorization to self-insure as required by applicable Florida laws and regulations. The Aviation Authority will not accept State of Florida exemptions.

c. **Professional/Errors & Omissions Liability Insurance.**

Insurance covering claims, suits, and damages for losses caused by the acts, errors, or omissions by Proposer with limits not less than **One Million Dollars (\$1,000,000)** per claim. The nature of the professional services in the scope will determine the specific type of insurance required.

d. **Other Insurance Requirements.** Proposer agrees to the following as it relates to all above required insurance:

- 1) Self-Insured Retention and Deductibles. Proposer's insurance policies shall not be subject to a self-insured retention or deductible exceeding Ten Thousand Dollars (\$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 One Hundred Thousand Dollars (\$100,000), if the Contract is \$1,000,000 or more, unless approved by the Aviation 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 Proposer pay the deductible prior to its insurer's payment of the claim.
- 2) Insurance policies shall be primary insurance and not contributory to any other valid insurance the Aviation Authority may possess, and that any other insurance the Aviation Authority does possess shall be considered excess insurance only.
- 3) Insurance shall be carried with an insurance company or companies be currently authorized to conduct insurance business in the State of Florida, and 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 AM Best Rating and said policies shall be in a form acceptable to the Aviation Authority.
- 4) Any liability insurance maintained by Proposer written on a claims-made form basis will maintain coverage for a period of time determined by the Aviation Authority to be appropriate to cover claims made after the Proposer has concluded its services to the Aviation Authority.
- 5) All insurance required for this Contract shall contain a waiver of subrogation clause, as allowed by law, in favor of the Aviation Authority and the City of Orlando.
- 6) A properly completed and executed Certificate of Insurance on a form provided or approved by the Aviation Authority (such as a current ACORD form) evidencing the insurance coverages required by this Section shall be furnished to the Aviation Authority upon the Notice of Intent to Award of the Contract and each renewal thereafter during the term of this Agreement and its renewal/extension. Proposer acknowledges that any acceptance of

Certificate of Insurance by the Aviation Authority does not waive any obligations herein this Agreement.

- 7) The Aviation Authority is currently contracted with a third party for the management of all insurance certificates related to Aviation Authority Contracts. Contractors who enter into a Contract with the Aviation Authority will be contacted directly by the third party vendor for insurance certificates and related matters such as expired certificates. An introductory letter will be sent instructing each Contractor of the proper procedures for processing updated insurance certificates as well as any other insurance related matter that may arise over the term of the Contract. Contractors will respond as directed in the introductory letter as well as any further instructions they may receive.
- 8) The Contractor shall provide the Aviation Authority immediate written notice of any adverse material change to the Contractor's required insurance coverage. For purposes of this Insurance Section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, or any increase in the Contractor's self-insured retention and any non-renewal or cancellation of required insurance.
- 9) If any insurance coverage is canceled or reduced, Contractor shall, within forty-eight (48) hours remit to the Aviation Authority a Certificate of Insurance showing that the required insurance has been reinstated or replaced by another insurance company or companies acceptable to the Aviation Authority. If Contractor fails to obtain or have such insurance reinstated, the Aviation 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.
- 10) The Aviation 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.

3.5 Minority and Women Business Enterprise ("MWBE") Participation Program

- a. To encourage development and growth of MWBEs, the Aviation Authority has adopted a Non-Federally Funded Minority and Women Business Enterprise ("MWBE") Participation Program, which is available on the Aviation Authority's website <https://orlandoairports.net/airport-business/>.
- b. It is the policy of the Aviation Authority that MWBEs shall have the maximum opportunity to participate in the purchase of goods and services, and the Aviation 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.

- c. **The Proposal will be considered non-responsive to the Request for Proposal and rejected if the Proposer fails to demonstrate, to the reasonable satisfaction of the Aviation Authority, as required by the MWBE policy, that the Proposer has met or has made a good faith effort to meet the established MWBE goal.**
- d. For this Contract, the Aviation Authority has established a MWBE Participation **Goal of 10%**, which means that **10%** of the total Contract expenditures by the Aviation Authority should be used to purchase goods or services under the Contract from MWBEs. All Proposers, including a Proposer which is an MWBE, shall comply with the MWBE requirements outlined in this Section by having MWBEs other than the Proposer, participate in the performance of the Contract services at a sufficient level to meet the participation goal.
- e. Proposers are required to submit, with their Proposals, the Letter of Intent/Affirmation information by completing the form for each MWBE Firm. Both the MWBEs and the Proposer are required to affirm the information provided by signing the Attached MWBE form prior to submittal. After the Proposals are opened, but prior to award, the Aviation Authority may request, receive, and review additional information from Proposers in order to verify the accuracy of the level of information presented by Proposers with their Proposals and the good faith effort of Proposers to reach the MWBE goal.
- f. After the Proposals are opened and prior to an award of the Contract, the Aviation Authority may request, receive and consider omitted and supplemental information from the Proposers as to the certification of Proposers, if applicable, and of any Proposal Subcontractor, supplier or joint venture in order to determine MWBE status.
- g. The successful Proposer shall enter into subcontract(s)/purchase orders with the MWBE(s) identified in the Proposer's Proposal documents which the Aviation Authority relied upon in awarding this Contract, subject only to the Aviation 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 Aviation Authority's MWBE policy. The successful Proposer must submit copies of the signed subcontract(s)/purchase order(s) to the office of Small Business Development for each MWBE prior to commencement of performance under this Contract. Failure to enter into the subcontract(s)/purchase order(s) with the MWBE(s) identified in the Proposer's Proposal documents or failure to submit copies of the signed subcontract(s)/purchase order(s) may result in loss of the award to Proposer.
- h. A Proposer shall not breach any of its obligations with the MWBE(s). In the event Proposer desires to terminate or replace a MWBE, Proposer shall promptly notify the Aviation Authority of the impending termination, the reason for the termination and obtain the Aviation Authority's approval prior to proceeding with the termination. Following the termination Proposer shall replace the terminated

MWBE with another MWBE. If the Proposer is unable to utilize another MWBE for performance of that portion of this Contract, the Proposer shall provide the Aviation Authority with documentation, in a form satisfactory to the Aviation 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.

- i. The successful Proposer shall submit to the Aviation Authority a Disbursement Form with each invoice submitted for payment, indicating the amount of money spent with each MWBE(s) since the previous invoice.
- j. Failure to carry out the requirements set forth herein or the commitments made by the Proposer (e.g. failure to subcontract with and use MWBEs, to pay MWBEs as committed in the Proposal documents, the failure to promptly pay MWBE Subcontractors) shall constitute a breach by the Proposer of this Contract and may result in termination of the Contract by the Aviation Authority or such other remedy as the Aviation Authority deems appropriate. Additionally, Contractor is reminded two or more failures to satisfy the requirements set forth herein or the commitments made by Proposer may result in debarment under the Aviation Authority's Debarment of Contractors Policy 130.04.
- k. A list of currently certified MWBEs may be obtained via the internet at <https://orlandoairports.net/airport-business/>. The Aviation Authority will provide this information as a convenience only, and Proposers 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 Proposal. During the Proposal process, Proposers may contact the Office of Small Business Development for any questions or information concerning the MWBE Participation Program.
- l. Compliance with the MWBE policy of the Aviation Authority does not relieve Proposers of the equal employment opportunity obligations under Regulations.

3.6 Good Faith Effort for MWBE Participation Program

- a. If the Proposer fails to meet the MWBE Participation Goals, the Aviation Authority will require Proposer 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:
- b. Indicating the name and title of the person responsible for the Proposer's good faith efforts to reach the participation goal;
- c. Provide evidence of attendance at Pre-Proposal Conference meeting, if any, scheduled by the Aviation Authority to inform MWBE firms of subcontracting opportunities under a given Contract;
- d. Provide a list of MWBE firms contacted;

- e. Provide copies of written correspondence to MWBE firms that their Proposal is being solicited, as well as certified return receipts to prove receipt or the reason for non-delivery;
- f. Provide evidence of information provided to the MWBE firms about the specific work the Contractor intends to subcontract;
- g. Provide evidence of information provided to MWBE firms on bonding and insurance requirements;
- h. Provide copies of advertisements in general circulation media, trade association publications, and minority focus media advertising for MWBE firms interested in subcontracting;
- i. Provide evidence that Proposer provided interested MWBE firms with assistance in reviewing the Contract plans, specifications, and the terms and conditions of the general Contract, subcontract and addenda;
- j. Providing evidence that the Proposer provided MWBE firms prompt notice of addenda affecting specific trade Contractors;
- k. Provide evidence that Proposer made follow-up inquiries after initial solicitations of interest from MWBE firms. Proposer shall maintain documentation of the date, time, and name of individuals contacted. A telephone log is acceptable documentation of this activity;
- l. Provide a list of quotes submitted by MWBE firms;
- m. Provide documentation as to why MWBE firms were not utilized;
- n. In those instances where a majority Subcontractor is selected for a scope of work for which MWBE Proposals were submitted, the Proposer 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 Proposal Opening will not in itself excuse a Proposer's failure to meet participation goals. It is incumbent upon the Proposer to demonstrate that MWBE firms were not rejected as unqualified without a thorough and documented investigation of their capabilities and capacity.
- o. Additional information on meeting good faith efforts can be found by going to <https://orlandoairports.net/airport-business>.

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4.0 PROPOSAL SUBMISSION REQUIREMENTS

Proposers interested in providing the services shall submit their responses via the Aviation Authority's e-Procurement Platform system with OpenGov. Once Proposers register with OpenGov, Vendors will submit their response securely before the solicitation deadline using the following link:

<https://procurement.opengov.com/portal/goaa>

By clicking the **PARTICIPATE BUTTON** under the solicitation. Responses submitted on the e-Procurement Platform with OpenGov, the response will remain locked and inaccessible by the Aviation Authority's Purchasing Staff until the solicitation deadline.

4.1 Preparing Responses in Required Proposal Format

1. The Proposal requirements in this section are not to limit the creativity in the presentation of a Proposal, but rather to list the elements of a Proposal response that the Aviation Authority deems most important to its evaluation process.
2. It is the Proposer's responsibility to incorporate all pertinent information effectively, to communicate the Proposer's concept, and meet the requirements listed in Section 3.1 Proposer's Minimum Requirements and Section 3.2 Evaluation of Proposal Award. The Proposer should prepare its proposal simply and economically, providing a straightforward, concise description of the Proposer's capability to satisfy the conditions and requirements of this competitive solicitation.

Tab 1 Table of Contents

Please insert a table of contents and a set of tabs to identify each sections of the Proposal to facilitate quick reference.

Tab 2 General Company Information

A. Provide the name of Proposer's company (including the name of any parent company), Include:

1. Contact name and complete contact information of individual responsible for account ("Lead Individual").
2. Type of organization (corporation, sole proprietor, partnership, other).
3. Federal employer identification number.

B. Cover Letter

A brief narrative description of the firm's expertise, experience and resources directly relevant and available for the proposed project.

1. Proposer must certify in writing with its Proposal that Proposer is registered/qualified to do business in the State of Florida. Include a copy of such registration/qualification to the Aviation Authority with the Proposal submission.
2. Proposer shall affirm their willingness to execute an agreement substantially in the form attached hereto as Exhibit 1.

Tab 3

Proposer's Knowledge and Qualifications

Proposer shall demonstrate the specialized experience and technical competence of the firms.

A. Experience and Qualifications

1. Describe recent services provided by Proposer's firm and proposed subconsultants to illustrate the firm's ability to perform the requirements of this Contract.
2. Provide detailed narrative using three (3) recent examples/[reports?] of hotel based asset management experience.
3. Provide a list of similar projects/contracts provided in the past five (5) years with airports or other entities.

B. References

Proposers' references should demonstrate that the Proposer and the key individuals have the experience required, and reasonably has the reputation to perform the Scope of Services. **References shall be able to validate the Proposer's capabilities and experience.** It is the Proposer's responsibility to provide references and information that most closely demonstrates their experience with organizations (airports, counties, municipalities, or universities) of similar size, complexity, and risk exposure as the Aviation Authority.

1. Provide a minimum of three, but no more than five, references of airports and/or governmental entity clients. Proposer shall provide the following information for each reference:
 - a. Organization's Name
 - b. Address
 - c. Contact person
 - d. Telephone number and email address of contact person
 - e. Brief Description of Project
 - f. Proposer's Role and Identify the Lead Individual
 - g. Date of Services/Status (current or past client)

2. The Proposer authorizes the Aviation Authority, its staff or consultants to contact any of the references provided in the response and specifically authorizes such references to release either orally or in writing, any appropriate data with respect to the Proposer and its Engagement Team members.

C. Engagement Team and Lead Individual

Proposer shall demonstrate the specialized experience and technical competence of the key individuals and support staff who will provide the requested services, including but not limited to the proposed project manager, major subconsultants, and key staff in each firm. Knowledge, recent experience and expertise of these key individuals with projects of similar type and complexity will be a material consideration.

1. Identify the Lead Individual, highlighting their qualifications and experience. Include the length of time and number of projects, the Proposer has with the proposed Lead Individual.
2. Provide the names, qualifications, and experience of the engagement team, (key employees, consultants, and sub-consultants) to be assigned to the project. Include the length of time and number of projects the Proposer and the Lead Individual has with the proposed team.
3. Provide resumes of Engagement Team to be assigned to the project.
4. Include an organizational chart proposed for this project clearly showing the reporting relationship between individual team members, especially those in positions of oversight and quality assurance.

NOTE: If the Proposer is a joint venture or partnership, which is not currently in existence, the requested documentation listed shall be submitted from each entity of the proposed joint venture or partnership.

Tab 4 Proposer's Approach and Methodology

- A.** Provide documentation that demonstrates the Proposer's experience with Capital Management Projects, and include two examples of a report that reflects this. Label as Example 1a and Example 1b.
- B.** Provide two examples of hotel re-branding project for which the Proposer and the Engagement Team has assisted with, and their role. Example 2.

- C. Provide two (2) examples of two different types of Solicitations that have been previously drafted by the Proposer and an example of a contract negotiated by the Proposer. Label as Example 3a and 3b.
- D. Provide evidence the Proposer and Proposed Engagement Team is familiar with the requirements of Property Improvement Plans (a document detailing the property upgrades and replacement) promulgated by leading hotel chains.
- E. Include any type of hotel capital projects and operation and maintenance budget developments that the Engagement Team has assisted with, and their role.
- F. Include two (2) sample reports that can assist the hotel Owner with management of the hotel property.
- G. **Transition Plan**

Proposer shall submit a detailed transition plan with its RFP. This plan shall describe in detail the process that would be followed to implement the services to be provided pursuant to the Scope of Services. This plan shall also include time frames and information that would be required for such services to be fully operational and include a sample timeline (with an explanation of how this timeline would be used in the transition process.)

Tab 5

Additional Requirements of the Proposal

A. Prior or Pending Convictions, Indictments, Investigations, Regulatory Investigations

The Proposer shall provide a description of all prior or pending convictions, indictments, investigations, and regulatory investigations, either civil or criminal that relate to the services listed in **Section 2.0 Scope of Services**, in which Proposer or its affiliates, subsidiaries, parent company, directors, senior officers, senior regional officers, the Lead Individual, or Engagement Team members have been involved with in the last five (5) years immediately preceding the date of Proposer's response to this RFP. **Or** provide an affirmative statement that there are none.

B. Claims Information

Disclose all lawsuits, arbitrations and claims filed or raised by or against the Proposer over the last five (5) years, specifically identifying the project involved, the parties involved, the nature of the claim(s), amount at issue, disposition or status and litigation, case style, number, and jurisdiction.

C. Conflicts of Interest

Describe any conflicts of interest with the Aviation Authority that the Proposer's firm has or may have and how that conflict of interest would be mitigated, **or provide an affirmative statement that there are none.**

NOTE: If the Proposer is a joint venture or partnership, which is not currently in existence, the above requested documentation shall be submitted from each entity of the proposed joint venture or partnership.

D. Proof of Insurance

The submittal shall contain proof of insurability issued by a company currently authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+ and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating for the required insurance(s) listed in Section 3.4 Insurance Requirements.

E. MWBE Participation

The Aviation Authority has set a MWBE participation goal of ten percent (10%) for this solicitation, please provide the level of MWBE participation that will be provided, and what services will be performed by the MWBE firm.

F. Response Forms to be turned in to the Aviation Authority

The Response forms, (1 thorough 6) shall be completed and signed by the Proposer's duly authorized representative. Failure to return the forms with the submittal may cause the Proposal to be deemed as non-responsive.

Tab 6 Schedule of Fees

Use the pricing table provided within the ***e-Procurement Platform to provide*** the professional fees in association with the Scope of Services, which are inclusive of travel and expenses. Pricing shall be for three years:

Year 1	October 1, 2023 - September 30, 2024
Year 2	October 1, 2024 - September 30, 2025
Year 3	October 1, 2025 - September 30, 2026

Tab 7 Financial Statements

Proposer shall provide a statement certifying that they are financially stable and have the necessary resources and financial capabilities to provide the services at the level required by the Aviation Authority.

Proposers must provide most recent audited annual financial statements for the last two years in order to evaluate the Proposer's ability to perform these Services. If audited annual financial statements are not available, provide balance sheets, income statements, and cash flow statements for the last two years.

This financial documentation shall be uploaded as a separate attachment via the e-procurement platform and be clearly labeled as follows: **"Confidential Financial Records Submitted under Seal and Exempt from Florida Public Records Disclosure."** (Reference Florida Statutes Section 119.071(1)(c) for exemption on financial records.)

NOTE: If the Proposer is a joint venture or partnership, which is not currently in existence, the above requested documentation shall be submitted from each entity of the proposed joint venture or partnership.

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Greater Orlando Aviation Authority
Procurement and Purchasing
Kelly Loll, Vice President
ONE JEFF FUQUA BOULEVARD, ORLANDO, FL 32827

PROPOSAL DOCUMENT REPORT

Solicitation No. 23-314-RFP
Hotel Asset Management Services
RESPONSE DEADLINE: June 13, 2023 at 11:00 am
Report Generated: Tuesday, June 13, 2023

CHMWarnick, Inc. Proposal

CONTACT INFORMATION

Company:
CHMWarnick, Inc.

Email:
kdickinson@chmwarnick.com

Contact:
Kristie Dickinson

Address:
548 Cabot Street
Beverly, MA 01915

Phone:
(617) 803-7323

Website:
www.chmwarnick.com

Submission Date:
Jun 12, 2023 4:27 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jun 7, 2023 6:57 AM by Kristie Dickinson

QUESTIONNAIRE

1. Respondent Submittals (without Cost and Financials)*

Please Upload your COMPLETE response, including any and all required forms listed in the solicitation and the corresponding attachments.

(Do not upload cost information in here)

CHIMWarnick_Response___Greater_Orlando_Aviation_Authority_-_23-314-RFP_Hotel_Asset_Management_Services.pdf

2. Separate Cost Proposal*

Confirm that your fee proposal is not attached in your Proposal and is attached separately here.

CHIMWarnick_-_Schedule_of_Fees.pdf

3. Financials have been uploaded and labeled as follows: "Confidential Financial Records Submitted under Seal and Exempt from Florida Public Records Disclosure. Reference Florida Statutes Section 119.071(1)(c) for exemption on financial records.*"

Confidential_Financial_Records_Submitted_under_Seal_and_Exempt_from_Florida_Public_Records_Disclosure.pdf

4. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

Confirmed

PRICE TABLES

SCHEDULE OF FEES

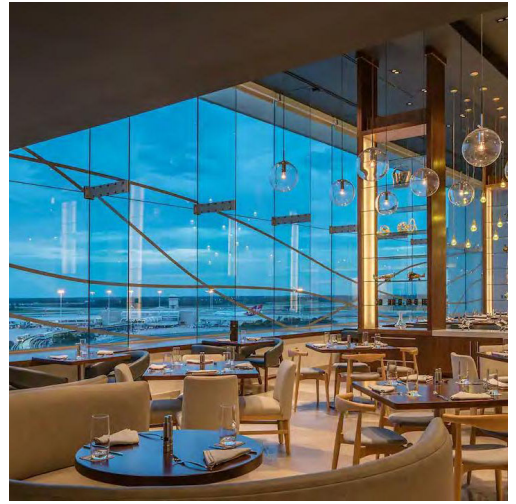
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Year 1 October 1, 2023 - September 30, 2024	12	Month	\$17,000.00	\$204,000.00
2	Year 1 October 1, 2024 - September 30, 2025	12	Month	\$17,000.00	\$204,000.00
3	Year 1 October 1, 2025 - September 30, 2026	12	Month	\$17,000.00	\$204,000.00
TOTAL					\$612,000.00

ADDITIONAL SERVICES - HOURLY RATES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Principal	1	hourly	\$700.00	\$700.00
2	Consultant	1	hourly	\$500.00	\$500.00
3	Other _____	1	hourly	\$300.00	\$300.00
TOTAL					\$1,500.00



GREATER ORLANDO
AVIATION AUTHORITY



CHMWarnick

HOTEL ASSET MANAGERS • BUSINESS ADVISORS

**RESPONSE TO THE
REQUEST FOR PROPOSAL (RFP)
PROFESSIONAL SERVICES
23-314-RFP HOTEL ASSET MANAGEMENT SERVICES**

Prepared for:
Greater Orlando Aviation Authority

Submitted by:
CHMWarnick, Inc.
548 Cabot Street
Beverly, MA 01915

Proposal Contact:
Kristie Dickinson, Managing Director/EVP
kdickinson@chmwarnick.com
(617) 803-7323

(Submitted Via OpenGov)

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TAB 2: GENERAL COMPANY INFORMATION



TAB 2: GENERAL COMPANY INFORMATION

A. PROPOSING COMPANY INFORMATION

Proposing Company:	CHMWarnick, Inc.
Contact Name (Lead Individual):	Chad Sorensen Managing Director/COO CHMWarnick, Inc. 548 Cabot Street Beverly, MA 01915 (312) 342-0311 csorensen@chmwarnick.com
Type of Organization:	Corporation
Federal Employer ID:	47-3752261
Proposal Contact:	Kristie Dickinson Managing Director/EVP CHMWarnick, Inc. (617) 803-7323 kdickinson@chmwarnick.com



June 12, 2023

Greater Orlando Aviation Authority
One Jeff Fuqua Boulevard
Orlando, FL 32827

Dear Procurement Committee:

CHMWarnick ("CHMW") is pleased to present our response to the Greater Orlando Aviation Authority's ("Aviation Authority") Request for Proposal ("RFP") #23-314 for Hotel Asset Management Services related to the Hyatt Regency Orlando International Airport Hotel ("Hyatt Orlando").

Leading Asset Manager to Public Authority/Municipal Hotel Owners

CHMW is a trusted fiduciary to a wide range of hotel ownership groups, presently responsible for an asset management portfolio of approximately 60 hotels (27,000 guestrooms) with an aggregate value of over \$15 billion. Historically, our team has asset managed more than 200 hotels and advised on hundreds of properties in total, across all major brands and operators.

For over two decades, clients have relied on CHMW's guidance to optimize financial performance, mitigate risk and make informed, strategic decisions, while successfully navigating a wide array of hotel ownership issues. More than one third of the asset management engagements that CHMW has been involved with can be categorized as "complex-based" operations, where the lodging component serves as part of a larger visitor-based operation (e.g., airport, convention center, museum, college/university, medical facility, etc.). In these instances, not only are the operations typically more complex, but investment considerations and economic objectives are more broadly based, often involving multiple stakeholders with varied interests that must be balanced to achieve success across the entity as a whole. Our ability to understand and be effective within this dynamic has earned CHMW a reputation as the leading asset manager to the public sector, including governmental agencies, authorities, cities and municipalities, most similar in scale and complexity to the Aviation Authority.

Today, CHMW represents more cities, counties and public authorities in an asset management capacity than any other firm, with current responsibility for a total of 13 hotels (8,807 rooms) across these clients. Tenure with our public sector clients averages over 10 years, with a track record for multiple contract renewals and extensions resulting from the success and value that our team consistently delivers through our services.

Airport Hotel Expertise

CHMW understands the unique operating dynamics of airport hotels – from rapidly changing fluctuations in demand and booking trends based on flight patterns, carriers, airlift, and weather impact, that require pricing and business segmentation strategies unique to airport hotels (e.g., distressed passengers, crew, transient business, etc.) to required facilities and services specific to arriving/departing air passengers. We also understand the resulting impact that these dynamics can have on the physical asset, the operation and bottom-line profitability. We have asset managed properties located in markets representing major airport operations including ATL, BOS, DEN, JFK, LAX, and MIA, to name a few.

Intimately Familiar with Hyatt Hotels

CHMW has a 25-year history with Hyatt managed properties, bringing intimate knowledge of Hyatt's operating philosophy, brand and management strengths/challenges, systems, brand standards and reporting capabilities. We have a proven track record protecting interests and delivering results on behalf of ownership – whether through operational initiatives, garnering necessary corporate support, pushing back on brand standards that do not add value for a particular locale, or representation on negotiations for contract renewals or planned new hotels. Our relationship with the Hyatt organization extends to the highest level of corporate executives, and we have a long track record in effectively collaborating with operating teams at all levels to optimize performance of Hyatt hotels. We have earned a reputation from Hyatt as a collaborator and serve as much of a resource for property teams, as we are a fiduciary for ownership. We may not always agree, but our approach is one of respectfully challenging the status quo and brand standards that don't add value, enforcing accountability, continually pursuing value opportunities and sharing best practices so we can achieve results and ownership goals together.

Prior to joining CHMW, Marc Ellin (EVP) was an executive at Hyatt for over 30 years. He served in many roles, but among them, had regional oversight responsibility of the Hyatt Regency Orlando International Airport and knows the property well. Additionally, Chad Sorensen, EVP/COO (and Project Director) started his hospitality career at Hyatt Hotels. Our team is in close communication with Hyatt and attends their annual conferences, further supporting our goal of keeping clients apprised of corporate and specific brand initiatives that impact their investments.

CHMW has asset managed 17 Hyatt-branded hotels (~10,100 rooms). CHMW's current asset management portfolio includes eight (8) Hyatt-branded hotels (~5,600 rooms), representing the most direct Hyatt asset management experience of any firm.

Orlando Lodging Market Experience

As a company, CHMW has been engaged in an asset management capacity in Florida for over 20 years, including extensive work in Orlando. Previous asset management experience includes the Hyatt Regency Grand Cypress Orlando, the Grand Cypress Resort, the Hampton Inn Lake Buena Vista and Hilton Garden Inn at University of Central Florida in Orlando. We understand visitation patterns and Orlando lodging dynamics, and closely track trends (e.g., supply, demand, international visitation trends, etc.) that impact Orlando sub-markets and the region as a whole. Other related Florida includes facilitating the acquisition of three hotels, two of which were located adjacent to airports (Hampton Inn Miami South and Hampton Inn at Ft. Lauderdale International Airport), where we were responsible for negotiating the PIPs, executing on capital projects and asset managing for several years before the assets were sold at a premium.

Unparalleled Engagement Team

Our team has the capabilities and capacity to take on this assignment immediately. We have selected a highly qualified team for this engagement, including Chad Sorensen (Managing Director/COO) as Project Director and Joe DeFrank (EVP) as Lead Asset Manager, a 30-year hospitality veteran based in Florida. Marc Ellin, previously mentioned and long-time executive with Hyatt Hotels, now an EVP with CHMW, will serve as a Project Advisor. Chad, Joe and Marc possess extensive airport hotel, Orlando lodging market and Hyatt experience, and will be supported by our broader team, providing significant bench strength and expertise, ensuring the most cost effective and efficient team. Chad and Joe each hold the distinction of being a Certified Hotel Asset Manager (CHAM), the most advanced industry certification for the discipline. CHMW is proud to include as part of our Engagement Team, The 26 Co, a 100% minority-owned company based in Tampa, Florida. Led by founder Aaron Anderson, The 26 Co will bring expanded expertise in the area of capital planning and project oversight.

Proph+IT™ Analytics & Reporting Capabilities

The Hyatt Orlando and the Aviation Authority will benefit from the investment in, and sophistication of, CHMW's state-of-the-art proprietary business intelligence platform, Proph+IT™. Proph+IT™ is a revolutionary technology platform custom developed by CHMW to harnesses the power of big data from an ownership lens to optimize value and effectively redefine asset management as the industry knows it today. Given the flexibility of our system, we are capable of preparing any format/level of detail in reporting and analytics that the Aviation Authority would like to receive (including but not limited to: monthly, quarterly or rolling twelve-month financial performance, debt coverage ratios, custom analyses, and KPI measurement). We are mapped to electronically receive data into Proph+IT™ across 20 different management companies, including Hyatt, and would be able to readily add the Hyatt Regency Orlando International Airport Hotel to our system. We look forward to sharing the capabilities of Proph+IT™, including the ability to develop and produce a variety of custom reports to meet the needs of the various stakeholders at the Aviation Authority.

Required Acknowledgments

CHMWarnick meets and exceeds all minimum requirements for this contract, as outlined in Section 3.1 of the RFP, stated as follows:

- a. CHMWarnick certifies that our firm is registered/qualified to do business in the State of Florida. A copy of our registration/qualification is provided on the following page.
- b. CHMWarnick has over 25 years of experience in hotel asset management, significantly more than the stated minimum requirement of five (5) years.
- c. CHMWarnick has reviewed Exhibit 1: Form of Professional Services Agreement and is willing to execute such agreement substantially in the form provided.
- d. CHMWarnick is financially stable and has the necessary resources and financial capabilities to provide the services at the level required by the Aviation Authority.

We thank you for the opportunity to present our qualifications and look forward to answering any questions. We would welcome the opportunity to support the Aviation Authority and be part of the continued success of the Hyatt and Orlando International Airport as a whole.

Sincerely,



Chad Sorensen
Managing Director/COO
csorensen@chmwarnick.com

Proposal Contact:

Kristie Dickinson
Managing Director/EVP
kdickinson@chmwarnick.com
(617) 803-7323

State of Florida



Department of State

I certify the attached is a true and correct copy of the application by CHMWARNICK, INC, a Massachusetts corporation, authorized to transact business within the State of Florida on May 31, 2023 as shown by the records of this office.

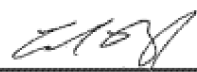
I further certify the document was electronically received under FAX audit number H23000197910. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is F23000003217.

Authentication Code: 823A00012478-060123-F23000003217-1/1



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
First day of June, 2023


Secretary of State



TAB 3: PROPOSER'S KNOWLEDGE & QUALIFICATIONS

TAB 3: PROPOSER'S KNOWLEDGE & QUALIFICATIONS

A. EXPERIENCE & QUALIFICATIONS

1. *Describe recent services provided by the Proposer's firm and proposed subconsultants to illustrate the firm's ability to perform the requirements of this Contract.*

In this section we provide background on our company, people, partners and comprehensive services to illustrate the specialized experience and technical competencies of CHMWarnick, and as further evidence of our team's ability to perform the requirements of this Contract.

COMPANY OVERVIEW

CHMWarnick ("CHMW") is the leading provider of hotel asset management services, with the largest portfolio of hotels owned by municipal/public-sector clients. Our tools and systems have been developed, and our staff trained, to provide unparalleled hotel asset management services proven to optimize operational performance and asset value on behalf of hotel owners. As a company, CHMW has been providing asset management services for more than 20 years. Key executives of CHMW have been acting in a hotel asset management capacity since 1990, which ultimately led to the formation of CHMW – a firm dedicated to providing hotel asset management and owner-focused services, among the first of its kind. CHMW has enjoyed over two decades of success in partnering with public and private hotel ownership groups and working collaboratively with their operators to enhance financial performance, mitigate risk, protect ownership rights and optimize investment returns.

CHMW has three primary lines of business: Hotel Asset Management, Hospitality Advisory and Owner Entity-Level Accounting. We have had the privilege of providing hotel asset management services on behalf of clients representing more than 200 individual assets and advising clients on over 400 hotels since the company's inception in 1996. At present, CHMW provides hotel asset management services on behalf of clients with a combined total of 60 hotels (~27,000 rooms) and an aggregate value of over \$15 billion. Our asset management experience includes a wide range of property types, from airport hotels to destination resorts, spanning nearly every major brand and property locations in major and secondary markets across the U.S., Hawaii and Caribbean.

OUR CLIENTS

CHMW has served as asset manager to a wide range of hotel ownership groups, including public agencies, pension funds, private equity groups, lending institutions, Fortune 100 companies, insurance companies and sovereign wealth funds. We are the single largest provider of asset management services to the public sector. The average relationship with our public entity/authority clients spans more than a decade.

OUR SERVICES

CHMW's services are proven to enhance financial performance, mitigate risk, optimize asset value and support key decisions throughout all phases of hotel ownership. CHMW's services include asset management, planning and development, acquisition due diligence, management/brand selection and contract negotiation, operational assessment, entity-level accounting, capital planning, PIP negotiation and renovation oversight and disposition/transaction support. The breadth of our experience provides exposure to a broad range of best practices and proven strategies from which we draw upon to provide best-in-class asset management and advisory services at all phases of ownership.

CHMWarnick



OUR PEOPLE

Our people. Your experts.

CHMW's corporate operation and the majority of our 35 team members are centralized within our Boston office, but our expertise spans the nation, with seven offices located across the U.S., including a satellite office in St. Augustine, Florida. CHMW is regarded for out-of-the-box thinking and ability to deliver incremental value to our clients. We think about the business in a different way, substantiated by a 25-year track record in exceeding owner expectations. We choose to leverage our team's extensive background in hotel investment, development, operations, and consulting and focus firm resources on identifying opportunities for creating hotel value and delivering superior investment returns for the owners we represent. Our team's diverse background and deep experience (with a third of our team possessing more than 30 years hospitality experience) affords an unparalleled level of resources, providing clients with the most comprehensive hotel investment and advisory services available in the industry today.

Industry Leaders

Our people are leaders in the hospitality industry and play an active role in the organizations to which we belong. We provide regular thought leadership through published articles, studies, industry texts and newsletters that address hotel investment, asset management and a wide range of ownership issues. Our team is dedicated to maintaining advanced knowledge through certifications and other means of continuing education, to ensure our clients always receive best-in-class services. Toward this end, CHMW

has six (6) CHAM-certified asset managers, the most advanced certification in hotel asset management, and two Certified Hotel Administrators (CHA), an advanced certification in hotel operations.

Through these organizations, we have developed credibility with key decision makers across a wide variety of entities that comprise our industry, including hotel companies, lenders, investors, operators and other hospitality influencers worldwide. We have knowledge of, and maintain relationships with, a global network of top-level advisors, ranging from designers and builders to local market experts, attorneys, food and beverage consultants, and more.

As a company and/or through individual participation, CHMW team members are active leaders in over 25 industry organizations, including current board positions on the International Society of Hospitality Consultants (ISHC), American Hotel & Lodging Association (AHLA), Hospitality Asset Managers Association (HAMA), Urban Land Institute (ULI), ULI Women's Leadership Initiative and Castell Project – Advancement of Women in the Hospitality Industry. *A complete list of industry organization positions and certifications held by our team can be found in Appendix A.*

OUR DNA

Giving Back

Our team is dedicated and passionate about giving back in support of the next generation of hospitality professionals, as well as supporting the communities in which we live and work. CHMW plays an active role in the hospitality programs of several colleges and universities, including advisory board positions, serving as guest lecturers, teaching classes on hotel investment and asset management, and personally mentoring a wide array of students. CHMW offers a robust, paid internship program, which we maintained throughout COVID, even on a virtual basis.

CHMW is an educational sponsor for She Has a Deal (SHaD), a non-profit organization focused on enhancing diversity and creating pathways to hotel ownership and development for women and minorities. Through this strategic partnership, CHMW delivers monthly educational modules on asset management, provides on-going support and analysis of the hotels acquired through their fund, and serves as a judge for their annual deal pitch competition.

Various CHMW team members sit on the Advisory Board for the Castell Project and Castell at College, part of the American Hotel & Lodging Foundation. Their mission is to provide education and research to hold the industry accountable for increasing diversity in industry leadership in companies, on public company boards and representation as speakers at key industry events.

OUR MWBE PARTNER

The 26 Co – Tampa, FL

CHMW is pleased to have as part of the Engagement Team, The 26 Co, a leading provider of capital project planning, budgeting and project management services with deep experience in the hospitality sector. The company and its founder, Aaron Anderson, are based out of Tampa, Florida, and represent a 100% minority-owned business. Since The 26 Co was formed in 2020, they have managed over \$90M in capital projects.

CHMW has worked with Aaron on several hotel engagements, leveraging his expertise in the planning and execution of capital projects. Given the capital-intensive nature of hotels, particularly those operating within airport markets, given high occupancy/utilization and many stakeholders that typically oversee the broader capital budget for airports, Aaron/The 26 Co in tandem with CHMW will provide the greatest support and ensure strategic planning and oversight of capital improvement budgets and projects.

2. Provide detailed narrative using three (3) recent examples of hotel-based asset management experience.

In this section we have provided a detailed profile of CHMW's capabilities highlighting a combination of our team's qualifications, experience and related examples of engagements and successes achieved on behalf public sector clients, similar to the Aviation Authority.

CHMW is uniquely qualified.

Before we dive into specific examples, the following is intended to highlight related aspects of our collective experience that differentiate CHMW and make our team uniquely qualified to serve as Asset Manager of the Hyatt Regency Orlando International Airport Hotel.

- **Ability to understand the Authority's goals and objectives.** The key to successful asset management is managing expectations between the Owner and the Operator. It is the responsibility of the asset manager to gain a thorough understanding of ownership's goals and objectives, clearly defining those expectations for property management and developing and maintaining a structure of oversight that fosters mutual respect and open communication. CHMW has developed time-tested asset management tools and a demonstrated system for implementation, as well as a proven track record of working with public agencies and hotel operating teams to achieve objectives. Our asset management services have been designed to provide the best possible hotel supervision and oversight, while continuously improving asset quality, service, profitability and value.
- **Unparalleled experience and expertise are key to achieving results.** Our team is hands down the most experienced group of hospitality professionals, over a third of which have 30+ years industry experience. We are presently the leading asset management firm globally, with more than 60 hotels (27,000 rooms) and more than \$15 billion in hospitality real estate under asset management. We work, unencumbered by competing business lines, solely on behalf, and to the benefit of, our hotel clients worldwide. Working daily with over 25 distinct operating groups and brands informs our work with real-time insights that address current market realities and enhance operational and investment decisions.
- **CHMW is the asset manager of choice for public-sector/municipal agencies.** CHMW is the single largest and leading provider of hotel asset management services for publicly/agency-owned hotels operating as part of complex facilities across the U.S. These contracts have averaged close to a decade with high retention and multiple renewals. In addition to publicly owned hotels, CHMW's experience advising and asset managing hotels for non-profit or "mission-driven" ownership groups, such as national museums, tribal land/communities, colleges/universities, training centers, medical centers and pension funds, has consistently represented over one-third of our clientele, including 30+ related projects. In total, CHMW is responsible for 13 hotels (8,807 rooms) on behalf of public/mission-driven clients.
- **Sum of the parts is greater than the whole.** A common thread throughout the publicly owned hotels we asset manage is that goals relate to generating profit for a greater enterprise (e.g., City, County, Authority, etc.). This requires alignment and focus not just for any one single entity, but for the operation (destination) as a whole, facilitated by close collaboration between all stakeholders. CHMW brings a big picture mentality (clear vision on how all of the pieces fit together – property teams, brands, convention centers, parking, arenas, airports, theaters, convention and visitor bureaus, local hotels, bond rating agencies, etc.), coupled with a tactical strategy that taps into the "sum of the parts is greater than the whole" philosophy. The ability to identify opportunities to derive incremental value through more streamlined communication and alignment of goals between ancillary operations and key stakeholders has been a cornerstone of our success in helping clients achieve their goals.

- **We understand Airport Hotels.** CHMW understands the unique dynamics of airport hotels, having advised on the development, as well as asset managed, properties located in markets representing some of the busiest airport operations in the U.S. including Boston Logan International Airport, Denver International Airport, JFK International Airport, Los Angeles International Airport, and Miami International Airport, to name a few. In addition to asset managing airport hotels, our team has also reviewed deals and underwritten the acquisition of multiple airport properties in cities such as Boston, Chicago, Ft. Lauderdale, Newark and Tampa.

We understand the unique operating dynamics of airport markets – from rapidly changing fluctuations in demand based on flight patterns, carriers, airlift, and weather impact, required pricing strategies, booking windows, business segmentation unique to airport hotels (distressed passengers, crew, transient business, etc.), to required facilities and services, and political influences on air travel – and the resulting impact these issues can have on bottom line profitability. We have developed effective strategies for identifying related opportunities for improvement and yielding results. While some of the issues related to airport markets and hotels may be more operational in nature, we also understand how these differences should be accounted for, and programmed into future budgeting, and capital planning to optimize business opportunities, and profitability.

- **Collaboration is the cornerstone of our approach,** both with the clients we represent and the operating teams with which we work. Our team has a reputation for fostering close working relationships with operators, including Hyatt, rooted in mutual respect that is earned, an approach to asset management which is constructive rather than combative (a reputation held by many competing firms) and a 20+ year track record of collectively achieving results on behalf of the owners we represent. The CHMW team has been instrumental in establishing relationships, fostering communication and serving as a catalyst to align parties through collaboration and working toward common goals across the complex operations.
- **Unmatched Hyatt Brand Experience.** Our team brings intimate knowledge Hyatt’s operating philosophy, brand and management strengths/challenges, systems, standards and reporting capabilities. Our relationships within the Hyatt organization extend to the highest level executives, and we have a long track record in effectively collaborating with operating teams (property and regional) to optimize performance of Hyatt-branded hotels. We have earned a reputation from Hyatt as a collaborator and serve as much of a resource for property teams, as we are a fiduciary for ownership. We may not always agree, but our approach is one of respectfully challenging the status quo and brand standards that don’t add value, enforcing accountability, continually pursuing value opportunities and sharing best practices so we can achieve results and ownership goals together.

Prior to joining CHMW, Marc Ellin (EVP) was an executive at Hyatt for over 30 years. He served in many roles, but among them, had regional oversight responsibility of the Hyatt Regency Orlando International Airport and knows the property well. Our team is in close communication with Hyatt and attends their annual Owner Conference, further supporting our goal of keeping clients apprised of corporate and specific brand initiatives that impact their investments. Historically, CHMW has asset managed 17 Hyatt-branded hotels (10,062 rooms). ***CHMW’s current asset management portfolio includes eight (8) Hyatt-branded hotels (~5,600 rooms), representing the most Hyatt-specific asset management experience of any firm.***

- **Orlando Lodging Market Expertise.** CHMW has been actively engaged in the Orlando lodging market in an asset management and advisory capacity for over two decades, with responsibility for a wide range of product types, lending solid understanding of current market conditions, opportunities, challenges, competitive market, labor dynamics and demand drivers. Through this experience, we bring extensive knowledge of market dynamics across multiple product and guest tiers (select-service

to luxury). We understand rate and booking dynamics unique to each market and major demand drivers (e.g., theme parks, convention center, etc.), including seasonal nuances, visitation patterns, segmentation, local policies, security, convention calendar, among other factors. Having actively asset managed Orlando hotels for nearly 20 years, we bring an operational perspective that will provide keen insight on future performance targets.

- **Proph+IT™, our industry-leading asset management technology.** The Hyatt Orlando and the Aviation Authority will benefit from the investment and sophistication of CHMW's state-of-the-art technology, systems and benchmarking capabilities. Proph+IT™ is a revolutionary technology platform custom developed by CHMW to harnesses the power of big data from an ownership lens to optimize value and effectively redefine asset management as the industry knows it today. Simply, this system allows us to receive, analyze and identify trends from our hotels, including proactive alerts of established variances and trends, and superior benchmarking, down to the general ledger line level, providing for the most efficient monitoring and early detection of trends and opportunities. This allows our team to be more proactive and efficient, so our asset managers can focus their time creating meaningful value rather than crunching numbers and writing reports.

Given the flexibility of our system, we are capable of preparing any type of reporting that the Aviation Authority would like to receive (e.g., monthly, quarterly or rolling twelve-month financial performance and forecasts, debt coverage ratios, custom analyses, etc.) We have provided a small sample of reports in Appendix C to illustrate our system's capabilities, but we look forward to sharing a live demo of Proph+IT™ to fully demonstrate the value that our analytical capabilities will bring to this engagement.

- **Our people. Your experts.** At the heart of any successful business relationship are shared beliefs, goals and mutual trust, as well as personal connection and comfort with the people you will be working with on a daily basis. Our team's ability to develop a strong rapport with clients is what has led to high levels of retention for both our professional staff and clients, alike. Specifically, within the public sector, CHMW has been selected and retained through a public RFP process at the time of hotel opening and has continued to stay on through multiple contract renewals, even with significant turnover at the City/Agency Board level. In many instances, these relationships have spanned over a decade.

CHMW has proposed our "A-Team" for this engagement, representing hospitality industry experience averaging 25 years for the key personnel assigned. It is worthy of note that CHMW has six (6) Certified Hotel Asset Manager-designated professionals (CHAMs) and two Certified Hotel Administrators (CHA), several of which are assigned to the proposed team for this engagement. We also ensure that the Aviation Authority will receive senior-level attention throughout the engagement and are committed to a personalized and responsive approach that will be supported by the deep bench strength from our broader team of experts and key project advisors.

- **Exceptional partner & commitment to diversity.** CHMW has partnered with The 26 Co, a best-in-class company with deep hospitality experience to further enhance our team and expertise within the areas of capital planning/project oversight. In our view, airport hotels are very capital intensive and effective planning and strategizing around investment, timeline and funding sources is a critical aspect of ownership. We look forward to introducing the Aviation Authority to Aaron Anderson, founder of The 26 Co, and the capabilities that his firm will bring to our collective team. The 26 Co is a 100% minority owned firm and will receive 10% of the total contract value, if our team is awarded.
- **Proven ability to achieve results.** Through extensive experience, team expertise, collaboration with management and key stakeholders, advanced technology and resources, CHMW delivers results and incremental value so clients achieve, and in many cases exceed, investment objectives. We will bring

the same level of expertise, best practices, discipline and focus to realize incremental value for the Aviation Authority.

Recent Examples

CHMW has selected several engagements to further illustrate CHMW's experience and success in providing a similar scope of Asset Management services on behalf of clients comparable in mission and complexity to the Aviation Authority.

Detailed case studies are provided on the pages that follow and include:

- Three (3) project examples where CHMW provides asset management to a public agency/authority; and,
- Four asset management project examples of airport-specific hotel operations.

Hyatt Regency Denver at Colorado Convention Center – Denver, CO

Engagement:

- ✓ Client: Denver Convention Center Authority
- ✓ Publicly Funded Hotel
- ✓ 1,100 Rooms; 62,000 SF Meeting Space
- ✓ Services:
 - Asset Management
 - Management Agreement Re-Negotiation
 - Pre-Opening & Operational Ramp-Up
 - Capital Plan Development & Execution
 - Convention Center Working Group
 - Waterfall Accounting/Bond Compliance



Project

Overview: (2004 to Present)

CHMW was selected following a public RFP process to represent the Denver Convention Center Authority and provide asset management services during the development, pre-opening and operational ramp-up of this \$355 million headquarter hotel at the Colorado Convention Center. Over 19 years later, CHMW continues to asset manage and enhance the value of the Hyatt Denver and was recently awarded an eighth contract extension.

SUCCESES

Operational Enhancement:

- Executed a \$12 million re-concepting and renovation plan for all food and beverage outlets and the hotel lobby and over \$37M in capital projects completed to date. Now planning for a \$50M guestroom renovation.
- In conjunction with Hyatt and the third-party parking management company, developed a rolling five-year strategic plan to optimize parking operation performance.
- In response to a tightening labor market and significant hotel supply increases, worked with Hyatt to develop and implement a “Employer of Choice Program”.
- Re-negotiated the Qualified Management Agreement with Hyatt, including capitalizing on updated IRS rules, resulting in improved terms for the Authority, including lower cost of management with higher performance thresholds. Highlights of successful outcomes include:

Hotel Management Agreement Negotiation Support:

- Restructured subordinate fee structure, which included minimum annual revenue thresholds. This protected against years of poor performance and against larger scale economic downturns, such as the pandemic.
- Negotiated funding only occurs if funds are available in the sub fee fund. If there are no funds, Hyatt does not get paid, the amounts accrue without interest.
- Negotiated a super-subordinate fee under the same structure.
- Significant key money contribution.
- Converted an additional \$1M of eligible employee bonus accruals to key money.
- Elevated subordinate debt service account above the subordinate and super-sub management fee in the waterfall.
- Aligned the expiration of the QMA with the bond maturity date.

Capital Planning & Oversight:

- Developed a 10-year strategic Capital Plan and funding strategy, including changes to the project Indenture, allowing for the reserving of additional funds annually to support the plan, insuring adequate funding of future anticipated capital requirements.
- Advised on the execution of a \$25 million renovation project. Estimated savings to budget was \$1.9 million, resulting from value engineering and project oversight.

CHMWarnick has provided asset management services for the Hyatt Regency at the Colorado Convention Center. CHMWarnick began its work with us during our pre-opening phase, assisting with oversight of design and marketing efforts. They have continued to provide asset management services since our opening in December 2005. In that role they participate in Hyatt's annual operating and CapEx budget preparation. They monitor monthly performance of the Hotel on behalf of the Authority as owner of the Hotel. They also serve as a liaison with the rating agencies and the City of Denver. The work product has evolved over time in response to our needs and the issues of the day. They meet all deadlines and help make sure that Hyatt meets its deadlines. Their work product is responsive, flexible, and of high quality. They are a key member of our team, working closely with the Authority, attorneys, rating agencies, the City and any other stakeholders. They are strong communicators, very professional and follow through with great accuracy and timeliness. I would highly recommend CHMWarnick for hotel asset and investment management services, particularly in the case of a hotel having public participation in the financing."



**-William Mosher, Area Director Development and Investment Group
Trammell Crow Company**

Hilton Baltimore Convention Center Hotel – Baltimore, MD

Engagement:

- ✓ Client: Baltimore Development Corporation
- ✓ Publicly Funded Hotel
- ✓ 757 Rooms; 110,000 SF Meeting Space
- ✓ Services:
 - Asset Management of Hotel & Parking Facilities
 - Management Agreement Re-Negotiation
 - Pre-Opening & Operational Ramp-Up
 - Capital Plan Development/Execution
 - Convention Center/CVB Working Group



Project Overview: (2006 to Present)

CHMW was initially retained by the City of Baltimore as an advisor during the planning/pre-development to assist with negotiation of key contracts, including the hotel operating, room block and technical services agreements. CHMW was ultimately selected following an RFP process to provide on-going advisory and asset management during the pre-opening period. CHMW worked collaboratively with Hilton on sales and marketing efforts, establishing systems and reporting protocol, advised on the selection of key staff, monitored construction/brand standards and ensured overall compliance with the hotel operating agreement. The Hilton opened on time, on budget in August 2008. Once opened, CHMW assumed an active asset management role, representing the Baltimore Development Corporation (BDC) and worked closely with property management to achieve a successful ramp-up and market positioning, despite challenging economic conditions.

SUCCESES

Operational Enhancement:

- Developed and implemented a group sales booking tool, ultimately adopted by the Hilton to monitor booking pace, benchmark to financial targets and aid in future group rate positioning, significantly improving advanced booking pace.
- Developed strategies for driving sales and reducing expenses in banquets and in the outlets, resulting in a significantly improved F&B departmental profit margin of 45%, operating above the industry average for convention hotels.
- In 2013, CHMW was engaged to asset manage the parking garage; We undertook a detailed analysis and uncovered significant profit upside through a combination of improved demand forecasting, optimal segmentation, pricing strategies and tracking specific utilization KPIs. In the first full year, parking revenue increased 5% and profits increased by over 10%.

Hotel Management Agreement Negotiation Support:

- Through effectively managing the bond indenture waterfall, CHMW successfully mitigated a forecasted cash call of \$1.7M. As a result of early intervention, we were able to reverse the impact, and actually return funds of \$70K to the City.
- Coordinated refinancing of the hotel, which included re-negotiation of the Qualified Management Agreement and the Indenture for the project, resulting in an improved economic position.

Capital Planning & Oversight:

- CHMW planned the first major hotel renovation since opening. Close monitoring of spending and challenging the property and brand on proposed expenditures to date has resulted in notable savings (e.g., realized \$150K savings by challenging a Hilton proposed technology project).



"I consider the CHMWarnick team as much a resource as I do the agent for ownership. The level of sophistication and collaboration with CHMWarnick is extraordinary and builds strong partnerships that drive results. CHMWarnick brings a strategic focus, critical eye, and deep resources to our operation. This makes us successful, together."

-Greg Brown, General Manager, Hilton Baltimore

"CHMWarnick has been involved with the development of the Baltimore City owned Hilton Hotel since inception (2006). CHMWarnick overall service and quality of work is excellent. What sets CHMW apart is their knowledge of the hotel industry, how it operates, and what drives decisions. Their understanding of key business drivers, risks, and the financial aspects of the hotel industry bring a seasoned business perspective to the work. They are able to see the big picture and connect the dots."

CHMWarnick's corporate headquarters handles many of our financial and reporting requirements which have very specific schedules and deadlines that have to be met without exception. All deadlines are met on time and with the highest degree of accuracy and professionalism."

As a client, communication with us and follow-through is critical to the success of our hotel. CHMWarnick always communicates timely, professionally and effectively. They reflect the highest degree of cooperation and follow-up and follow through on a consistent basis with our needs, top of mind."



**-Jeff Pillas, VP/CFO
Baltimore Development Corporation**

"CHMW has worked with me on the Hilton Baltimore Hotel since 2006 while the property was under construction. Through all these years I have found CHMW to be incredible business partners who are extremely professional and knowledgeable. Opening the hotel in the midst of the great recession was a huge challenge and CHMW was always there with a steady hand on the tiller working with the team to make the best of a difficult situation. There is no other group I know who could have been better business partners than CHMW in dealing with such a complex situation. Not only are they experts in hotel operations they are also very talented in being able to deal with multiple constituents such as the City of Baltimore, our Hotel Board of Directors, the convention bureau and various other regulatory agencies."

CHMW strength is in their organization and structure. Every meeting is carefully orchestrated with an agenda and followed up with detailed minutes. Working with them for 9 years I have never known them to miss deadlines. CHMW has always provided very clear communications with all the constituents on the team. Over the years we have had multiple changes on the ownership team and through them all CHMW has provided clear direction to insure we do not miss a beat."

Follow-through is one of CHMW's strengths. They are very organized and have a process that works incredibly well and melds perfectly with our systems to insure we maximize all opportunities and have solid communications with everyone."



**-Frank Otero, Former Regional VP, AVP Operations
Hilton Worldwide**

The Westin Diplomat Resort & Spa – Hollywood, FL

Engagement:

- ✓ Client: Pension Fund
- ✓ 1,058 Rooms; 200,000 SF Meeting Space
- ✓ 20,000 SF spa, golf course, marina, retail complex and extensive F&B operations
- ✓ Services:
 - QPAM/Investment Advisor
 - Entity Accounting



Project Overview: (2006 to 2014)

CHMW was selected by the Plumbers and Pipefitters National Pension Fund (PPNPF) to serve as the QPAM (Qualified Professional Asset Manager) and assumed fiduciary responsibility of The Westin Diplomat in early 2006. The scope of services included full responsibility of operational oversight and investment management decisions related to the property. CHMW managed all aspects of the investment and the Starwood operating team for close to nine years including capital project planning and renovation oversight; developing and implementing strategic asset plans and monitoring all aspects of the Resort's performance to optimize asset value; evaluation and pursuit of development rights and land entitlements; and various investment strategies for optimizing returns for the ownership group. Developed on the site of its historic namesake in 2002, the Westin Diplomat stands as an architectural landmark and is among South Florida's finest resort destinations. The property offers 1,058 rooms, 200,000 SF of meeting space, nine food and beverage outlets, the 50,000-square foot Diplomat Landing retail center, 20,000-square foot Heavenly Spa, and an 18-hole golf course.

SUCCESES

- Identified cost savings of approximately \$1M related to consolidating the operations and rooms inventory of the two hotels (Westin and the Luxury Collection Diplomat Club) into one hotel sold under the Westin brand.

Operational Asset Management:

- Increased food and beverage departmental profit by \$21M with 50% profit flow through, resulting from outlet reprogramming and improved operational efficiencies.
- Pursued and negotiated the entitlements to develop on an adjacent parcel of land, increasing the value of the overall property by \$8M.
- Assumed responsibility for the ownership-level accounting, translating into owner savings and improved financial controls and oversight.
- Continually reviewed and monitored staffing levels, operating hours, expenses, revenue management practices, etc. CHMW's investment oversight and asst management initiatives implemented since inception equated an increase of over \$200M in incremental asset value.

Capital Planning & Oversight:

- Over our eight-year tenure as investment and asset manager, we planned and executed on a total of \$56M million in capital projects at the resort, including a guestroom renovation, multiple F&B re-concepting projects and in 2013, the development of a \$5M new Westin Heavenly Spa.

Disposition:

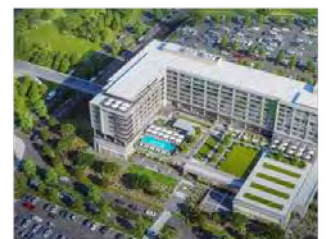
- Sourced buyer and facilitated an off-market sale of the complex for \$550 million in 2014, representing a value improvement of over \$200M since inception.

Airport Related Experience:**Property:** **Westin Denver International Airport – Denver, CO****Owner:** Denver Airport Authority (now DEN)

Project Description: Following an RFP process, CHMW was selected in 2015 by the Denver Airport Authority to asset manage The Westin, a state-of-art hotel connected to the main terminal of Denver International Airport. The hotel contains 519 rooms and opened in November 2015. CHMW was engaged to provide pre-opening asset management services and on-going oversight upon opening. Within its first full year of opening, the hotel achieved rate performance approximately \$25 higher than originally budgeted, translating into \$2M in incremental rooms revenue. The hotel exceeded fair share in RevPAR (108%), outperformed banquet budget by a considerably margin and exceed budgeted NOI by 30% in its first full year of operation. At that time, the hotel ranked #15 (out of 151 hotels in Denver) on TripAdvisor, which is an uncommonly high ranking for a hotel at an airport location. CHMW later provided ad hoc advisory services including a meeting space return on investment analysis, among others. In 2017, the Asset Management function was brought in-house to be provided by airport staff, however, DEN is now in the process of selecting a new third-party (external) group for asset management through a public procurement process, for which CHMW is a finalist.

**Property:** **Air Force Academy Hotel – Colorado Springs, CO****Owner:** Provident Resources Group, Inc.

Project Description: CHMW was initially retained as part of the development team, and ultimately as the pre- and post-opening asset manager, for the Air Force Academy Hotel in Colorado Springs. Planned just east of the Air Force Academy's north gate, the Hotel will occupy a prime location adjacent to the new Air Force Academy visitors center. Historically, the Academy has generated roughly one million visitors annually, and these new facilities will accommodate the wide range of guests that frequent the campus, from military officials and personnel, trainers, families, corporate visitors, and leisure guests. This Hotel and the visitor center will pay tribute to flight and serve as a cultural tourism destination, focusing on the history of the Air Force Academy and its cadets. The architecture ties into the chapel and the rest of the academy and the interior will be designed to reflect the stories and rich history of the Academy. As a unique guest experience, the Hotel will feature two flight simulators which will reproduce the flight deck of a Boeing 737 aircraft with seats, throttles, switches, pedals and yoke from an aircraft of the same model. CHMW has been actively engaged with the project development team, weighing in on value engineering development costs and planning for the pre-opening management plan. Construction on the hotel mid commenced in 2022 and is slated for completion in early 2024, at which time CHMW will assume asset management responsibility.

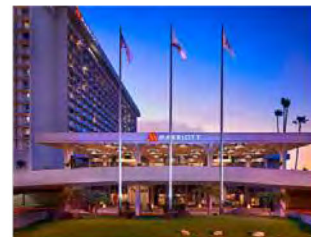


Airport Related Experience (Continued):

Property: **Marriott Los Angeles Airport, Los Angeles, CA**

Owner: Cerberus Capital and later XLD Group

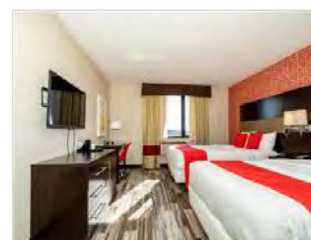
Project Description: A landmark in the market since 1973, the Marriott Los Angeles Airport was acquired as part of a 6-hotel portfolio in late 2000. Purchased just prior to the events of 9/11, wars and economic recession, the hotel was faced with an extremely challenging operating climate, particularly in light of its airport location. Despite the depressed economic market, CHMW was successful in monitoring performance and minimizing negative impact to NOI, working with management to develop and implement creative cost containment initiatives to offset revenue declines. Critical to the operating strategy during this period was holding fast on room rates and not succumbing to the dramatic rate discounting occurring amongst the competition. Knowledgeable that this strategy is not effective, we carefully evaluated impact, tested rates and monitored the market, ultimately concluding that deep discounting would not move the occupancy needle sufficiently to offset losses in rate. Maintaining rate integrity also proved to position the hotel for a quicker recovery, once the market started to improve. Additionally, under CHMW's asset management, we took advantage of lower periods of occupancy to move ahead with a \$12 million renovation, to prepare the property to be competitively positioned to take advantage of the market recovery. The renovation was aimed at improving overall product quality, as well as reprogramming underutilized space to attract new markets and further solidify the hotel's position as a rate and RevPAR leader. The property was sold in June 2005 as part of a 4-property sale, with an allocated value 35% higher than the initial acquisition price. CHMW was later retained as asset manager by the new owner.



Property: **Ramada Plaza JFK International Airport, Jamaica, NY**

Owner: New York & New Jersey Port Authority

Project Description: In late 2008, The Port Authority of New York and New Jersey (the "Authority") became the effective owner of the Ramada Plaza Hotel John F. Kennedy International Airport upon expiration of a ground lease between the Authority and the prior ownership group. CHMW was responsible for developing and executing a strategic asset plan that identified operational and financial opportunities in line with achieving the Authority's investment and operating objectives. Following the transition, CHMW supported the Authority in developing a long-range plan for the hotel's redevelopment, while also providing traditional hotel asset management services.



3. Provide a list of similar projects/contracts provided in the past five (5) years with airports or other entities.

PUBLICLY-ENTITY CLIENT EXPERIENCE (Hotels Owned by an Authority, Agency, Municipality, College/University, etc.)	
Representative <u>Current</u> Asset Management Engagements	
Hotel	Client
Grand Hyatt San Antonio River Walk Hyatt Coralville Hyatt Regency Denver Convention Center Hotel Hyatt Regency McCormick Place Hyatt Regency Tamaya Resort & Spa Hilton Austin Hilton Baltimore Convention Center Hotel Hilton Cleveland Downtown Hilton Des Moines Downtown Hotel Hilton Signia Indianapolis Hilton Vancouver Washington Marriott Marquis Chicago Wylie Inn & Conference Center	Community Finance Corporation (CFC) City of Coralville Denver Convention Center Hotel Authority Metropolitan Pier & Exhibition Authority (MPEA) Santa Ana Pueblo Austin Convention Enterprises Baltimore Development Corporation Cuyahoga County IEC Hotel Corporation & Polk County, Iowa Capital Improvement Board of Managers of Marion County City Of Vancouver Metropolitan Pier & Exhibition Authority (MPEA) Endicott College
In addition to current asset management contracts (~60 hotels/27,000 rooms) as a company and team, we have asset managed and worked directly with operators, representing the interests of ownership groups and enhancing the value of more than 400 hotels throughout the U.S. The following provides additional qualifications, including current and past engagements that illustrate the depth of our team's specialized experience, capabilities and technical competence in delivering the scope of service outlined on behalf of the Greater Orlando Aviation Authority.	
AIRPORT HOTEL EXPERIENCE	
CHMWarnick Experience	Staff Experience (Prior to joining CHMWarnick)
Hampton Inn & Suites Fort Lauderdale Airport Hampton Inn Denver International Airport Hampton Inn Miami Airport West Marriott Los Angeles Airport Ramada Hotel JFK International Airport Sheraton Gateway Los Angeles Airport Westin Denver International Hotel	Hyatt Regency Orlando International Airport Dulles International Airport (Master Planning/Hotel Advisor) Grand Hyatt Dallas Ft. Worth Grand Hyatt Tampa International Airport Hilton Miami Airport Houston Marriott Airport Hyatt Regency O'Hare Los Angeles World Airports (Hotel Advisor) Philadelphia Airport Marriott Radisson Los Angeles Airport Marriott Tampa Airport
ORLANDO EXPERIENCE	
CHMWarnick Experience	Staff Experience (Prior to joining CHMWarnick)
Hyatt Regency Grand Cypress Orlando Grand Cypress Resort Orlando Hampton Inn Lake Buena Vista Hilton Garden Inn at UCF/Orlando	Hyatt Regency Orlando International Airport Orlando Marriott World Center The Ritz Carlton Orlando JW Marriott Grand Lakes

HYATT-BRANDED HOTEL EXPERIENCE	
<i>CHMWarnick Experience</i>	<i>Staff Experience (Prior to joining CHMWarnick)</i>
Grand Hyatt San Antonio River Walk * Hyatt Regency Coralville * Hyatt House Jersey City Hyatt Regency Denver Convention Center Hotel* Hyatt Regency McCormick Place * Hyatt Regency Tamaya Resort & Spa * Hyatt Regency Waikiki Beach Resort & Spa* Mission Pacific Hotel, JDV by Hyatt * The Seabird Resort – Destination by Hyatt * Hyatt Centric Times Square Hyatt House Raleigh North Hills Hyatt Regency Albuquerque Hyatt Regency Bethesda Hyatt Regency Bloomington Hyatt Regency Dearborn Hyatt Regency Grand Cypress Hyatt Regency Jacksonville *= Current asset management engagements	Hyatt Regency Orlando International Airport Grand Hyatt Buckhead Atlanta Grand Hyatt Manchester Hyatt Centric Waikiki Hyatt Coconut Point Hyatt Palo Alto Hyatt Place Nashville Downtown Hyatt Regency Columbus Hyatt Regency Maui Hyatt Regency O’Hare International Airport Hyatt Regency St. Louis Hyatt Regency McCormick Place Hyatt Regency Chicago

B. REFERENCES

1. *Provide a minimum of three, but no more than five, references of airports and/or governmental entity clients.*

The Aviation Authority is encouraged to contact the following references, all of which are public-sector clients (e.g., cities, counties, public authorities), that can speak to CHMW's expertise and effectiveness in delivering hotel asset management services and related results on their behalf. In all instances, the scope of services provided for the clients listed below are near identical to that outlined in the RFP.

Client Reference #1	
Organization's Name	Denver Convention Center Hotel Authority (DCCA)
Address	1225 17th Street, Suite 3050, Denver, CO 80202
Contact Person	William Mosher, Senior Managing Director – Trammell Crow
Telephone/Email	(303) 628-7439 bmosher@trammellcrow.com
Proposer's Role	Pre-and Post Opening Hotel Asset Management, Bond Compliance/Waterfall, Management Contract Negotiation
Lead Individuals	Joe DeFrank, Chad Sorensen
Engagement/Hotel	Hyatt Regency Denver at Colorado Convention Center
Services/Status	Current (2004 – Present)

Project Description:

CHMW was selected following a public RFP process in 2004 to represent the DCCA and provide asset management services during the pre-opening and operational ramp-up of the \$355 million development project and headquarter hotel of the Colorado Convention Center. While CHMW was not involved in the initial management contract negotiations, we were successful in re-opening negotiations with Hyatt resulting in significantly improved terms for the Authority, including lower cost of management with higher performance thresholds. CHMW provided pre-opening asset management, working with the Hyatt team on developing the first-year operating budget and a strategic sales and marketing plan, while monitoring activities and compliance with the Pre-Opening Agreement. As a result of directly monitoring pre-opening and implementation of CHMW tools, the Hyatt Denver opened with more than \$100 million of business on the books, marking the most successful pre-opening sales campaign ever achieved in the history of the Hyatt brand at that time. The Hyatt Denver continues to represent one of the most successful publicly funded hotels in the country. Despite a significant decline in demand during the pandemic, the hotel is recovering well ahead of the market, on pace to achieve pre-covid group room night production and achieved an NOI margin in 2022 that was 2 points higher than 2019. Guest satisfaction scores and colleague engagement are top within the Hyatt big box network. CHMW has successfully asset managed the hotel for close to two decades.

Client Reference #2	
Organization's Name	Metropolitan Pier and Exposition Authority (MPEA)
Address	301 East Cermak, Chicago, IL 60616
Contact Person	Jason Bormann, Chief Financial Officer
Telephone/Email	312-567-8208 312-208-8359 jbormann@mpea.com
Proposer's Role	Planning & Pre-opening Advisory, Concept Development, Management/Franchise Contract Negotiation, Operational Asset Management, Bond Compliance/Waterfall Accounting
Lead Individuals	Joe DeFrank
Engagement/Hotel	Hyatt Regency & Marriott Marquis McCormick Place – Chicago, IL
Services/Status	Current Engagement (1995 – 2006; 2014 – Present)

Project Description: CHMW senior staff members were originally retained by MPEA in 1998, just prior to the Hyatt's opening. In its first year, under asset management, the Hotel exceeded proforma NOI projections by approximately \$1 million. In 2000, CHMW renegotiated the Management Agreement, which resulted in improved terms, including fees below industry average. Shortly thereafter, we evaluated the addition of a dedicated conference center to improve occupancy and minimize the fluctuations in staffing and labor during MPCC vacant days, which was constructed in 2001. We remained as the asset manager of the Hyatt until 2006 at which time the Authority brought the asset management function in house. In 2014, however, CHMW was selected following a competitive bid process to once again asset manage the Hyatt, as well as provide services related to the planning and pre-opening of the Marriott Marquis, which opened in 2018. CHMW is the current asset manager of both hotels today.

Client Reference #3	
Organization's Name	City of Coralville
Address	1512 7th Street, Coralville, IA 52241
Contact Person	Kelly Hayworth, City Administrator
Telephone/Email	(319) 248-1700 khayworth@coralville.org
Proposer's Role	Strategic Advisory, Operator/Brand Selection, Re-Branding Oversight, Contract Negotiation, Asset Management
Lead Individuals	Chad Sorensen
Engagement/Hotel	Hyatt Regency Coralville Hotel & Conference Center – Coralville, IA
Services/Status	Current Engagement (2019 – Present)

Project Description: CHMW was retained in early 2021 to assess brand and operator options as the City's agreement with Marriott was expiring. We conducted an operational assessment of the hotel and our findings yielded a number of recommendations and strategic initiatives aimed at improving performance, which was utilized as part of the process to select the future brand and operator. CHMW was then retained to lead the brand and operator selection process, followed by engaging us in the asset manager role. As part of this process, CHMW also oversaw the transition to a franchise model with Hyatt as the brand and Marcus Hotels & Resorts as the operator.

Client Reference #4	
Organization's Name	Community Finance Corporation (CFC)
Address	333 N. Wilmot Rd., Suite 227, Tucson, AZ 85711
Contact Person	Gary Molenda, President
Telephone/Email	(602) 621-0941 gmolenda@bdfc.com
Proposer's Role	Operational Assessment, Asset Management, Entity-Level Accounting
Lead Individuals	Chad Sorensen
Engagement/Hotel	Grand Hyatt San Antonio River Walk - San Antonio, TX
Services/Status	Current Engagement (2022 – Present)

Project Description: CHMW was selected to conduct a pre-transaction operational assessment, to provide on-going post-transaction asset management services and entity-level accounting service for the Grand Hyatt San Antonio. This is the first asset in the United States to be converted to a municipality bond structure from private ownership (previously owned by Hyatt). In our first year as asset manager, Hyatt's performance significantly exceeded the underwriting for 2022 and performance continues to pace well ahead of underwriting. At the beginning of the engagement, CHMW conducted a comprehensive operational assessment that was used to develop strategic Asset Management Plan. The strategy consisted of initiatives that resulted in multiple areas of improvement with results better than Hyatt had achieved while an owned asset. We concurrently are engaged on entity accounting services to ensure compliance with bond covenants, indenture compliance, provide ownership level waterfall and cash management accounting. Today, the Grand Hyatt San Antonio continues to outperform underwriting assumptions and is on pace in 2023 to achieve an all-time high in total revenue.

Client Reference #5	
Organization's Name	Baltimore Development Corporation (BDC)
Address	36 S. Charles Street, Ste. 1600, Baltimore, MD 21201
Contact Person	Jeff Pillas, VP/Chief Financial Officer
Telephone/Email	(410) 837-9305 jpillas@baltimoredevelopment.com
Proposer's Role	Planning Opening Strategy & Oversight, Asset Management, Contract Negotiation, Capital Planning, Owner-Entity Accounting/Waterfall
Lead Individuals	Joe DeFrank
Engagement/Hotel	Hilton Baltimore Convention Center Hotel
Services/Status	Current Engagement (2006 – Present)

Project Description: CHMW was initially retained in an advisory capacity by the City of Baltimore during the pre-development to assist with the negotiation of key contracts, including the hotel operating, room block and technical services agreements. CHMW was ultimately selected following an RFP process to provide on-going advisory and asset management during the pre-opening period. CHMW worked collaboratively with Hilton on sales and marketing efforts, establishing systems and reporting protocol, selection of key staff, monitoring construction/brand standards and ensuring overall compliance with the hotel operating agreement. The Hilton opened on time, on budget in August of 2008. Once opened,

CHMW assumed an active operational asset management role, representing the Baltimore Development Corporation (BDC) and worked closely with property management to achieve a successful ramp-up and market positioning, with an overall goal of maximizing hotel cash flow. CHMW has been involved with the Hilton Baltimore project for over a decade and was recently awarded another three-year contract extension based on our successful track record.

What Clients Are Saying About CHMWarnick...

The following excerpts were taken from an independently conducted Client Satisfaction Survey in 2018.

"We're backed by a whole team of experts to give us perspective on publicly owned hotels, as well as local market perspective."

"They are providing expertise so the County does not have to write any checks, which was a key goal."

"Very satisfied. I respect their ability to work with national brands."

"We really value the relationship and they have gone above and beyond what we would expect."

"My ace in the hole."

"A lot of people with a ton of experience."

"I feel like I receive a high level of communication like they are sitting at their desk waiting for me to call. I have 40 other consultants and no other firm has been as responsive, engaged or as committed as CHMWarnick."

"Knowledgeable about the industry, roll-up-your-sleeves approach ask tough questions when they need to be asked."

"Know what is reasonable and helps to keep us grounded."

"They really came through for us after a disastrous new relationship with professional management firm."

"Because of background and experience is able to ask the deep and probing questions and has a mastery of operations and financial metrics."

"Lot of experience with big brands, have history, relationships and are the go to option - they are effective and respected by brands."

"They are the best asset management company around."

"They push hard from top to bottom on my staff and really want better results."

"National knowledge base not only for hotels but other hospitality resources."

"Interaction with [brand] act as our buffer and advocate also their analysis and data presentations which are easy to understand --so they have the sophistication to deal with [brand] but can also translate and communicate with city officials --very helpful."

"Institutional management - no one is as good as they are."

"Value add to our team with deep hospitality expertise. Do what is expected, and more."

"They take ownership.... they are not a spreadsheet manager - they actually care about how we are doing."

"It's almost like it is their hotel - it's like having a full-time person who really knows the hotel business on your team."

2. *The Proposer authorizes the Aviation Authority, its staff or consultants to contact any of the references provided in the response and specifically authorizes such references to release either orally or in writing, any appropriate data with respect to the Proposer and its Engagement Team Members.*

CHMW authorizes the Aviation Authority to contact and request information from any of the references provided herein.

C. ENGAGEMENT TEAM & LEAD INDIVIDUAL

Proposed Project Team

CHMW's operating model for delivering hotel asset management services is based on a "team approach", whereby a Project Director and Asset Manager are assigned responsibility for a given client/asset and supported by a team of key advisors/subject matter experts, ensuring required expertise is readily available at all stages of the engagement. Our team structure represents the depth of resources necessary to address all aspects of the scope of services outlined, and more importantly support the strategic efforts of identifying and analyzing opportunities for enhancing value and addressing challenges that arise during the course of our oversight.

The following Project Team diagram illustrates this concept within the context of the Hyatt Regency Orlando, identifying the Project Director and designated Project Asset Manager, who will be supported by a team of individuals with specialized experience and technical competence to provide support, given their respective areas of expertise.



Project Team Leads

As demonstrated in the Project Team organizational chart, Chad Sorensen, Managing Director/COO will serve as the Project Director for the engagement, providing strategic oversight, ensuring accountability of the CHMW team, and serving as a point of contact for the Aviation Authority for urgent or proprietary matters.

Joe DeFrank, Executive Vice President, will serve as the Asset Manager and together with Lauren Robichaud (Vice President) as Senior Analyst, will guide the efforts and oversee strategic initiatives and the relationship with the hotel management teams and other key stakeholders. While the Project Asset Manager and Senior Analyst will draw on multiple resources across the team, they will serve as the primary points of contact for regular communication (e.g., owner meetings, property meetings, weekly/monthly calls, etc.) providing the Aviation Authority and Hotel team with consistent and clear lines of communication.

We have hand-picked this team for the Aviation Authority based on the collective expertise, related experience (including prior experience with public entity clients with similarly complex organizations, airport hotels and Hyatt brand/managed properties) and technical competencies. The following provides a description of the role and capabilities of the key Project Team members identified for this engagement, including subject matter experts within our group that we envision consulting on a regular basis. ***Detailed resumes for the Engagement Team have been provided in Appendix B.***

Chad Sorensen, Managing Director/COO (CHAM) – PROJECT DIRECTOR

Chad is a founding member of CHMW, serving as the company's COO. He brings over 25 years of hospitality advisory and asset management expertise and holds the distinction of being a Certified Hotel Asset Manager (CHAM). Chad brings extensive asset management experience on behalf of publicly funded/municipality-owned hotels, including overseeing projects such as the Hyatt Regency Denver at Colorado Convention Center, Grand Hyatt San Antonio, Hilton Austin, and Hilton Des Moines to name just a few city/county-owned hotels. Chad is known for his expertise in the municipality space, including bond indenture compliance, fund water-fall management, qualified management agreement negotiations, in addition to his years of experience in designing operational strategies for enhancing asset value, capital investment planning and project execution. Chad has worked extensively with Hyatt and has relationships throughout the Hyatt organization. Chad is Chair Emeritus of the International Society of Hospitality Consultants (ISHC) and currently sits on the Board of Directors for Hospitality Asset Managers Association (HAMA). He has served three terms as Co-Chair of the ISHC and HAMA Study of Capital Expenditures in the Hotel Industry. Additionally, Chad serves on the Hospitality and Real Estate Advisory Boards for the Harvard Business School, Boston University and Michigan State University. He holds an MBA and is an Alum of the Harvard Business School, the University of Illinois Chicago, and Iowa State University.

Most recently (2022), Chad oversaw the project team in support of the City's acquisition of the Hyatt San Antonio, providing support on the negotiation of a qualified management agreement and project indenture and led the transition of both ownership and asset management. Chad has also recently led the transition of the Hyatt Regency Coralville from Marriott, including the conversion from brand to third-party management.

Chad has been with CHMW for 22 years and currently serves as a Project Director on four Projects.

Joe DeFrank, EVP (CHAM) – PROJECT ASSET MANAGER (Based in St. Augustine, FL)

Joe represents one of CHMW's most senior asset managers, with 35 years hospitality industry experience and the advanced CHAM (Certified Hotel Asset Manager) designation. He is based out of St. Augustine, Florida, providing easy access to Orlando. Joe brings extensive experience with Hyatt brand/managed hotels and with municipal/authority/agency clients. Prior to joining CHMW, Joe was a Senior Vice President, Asset Management at Host Hotels and Resorts, the largest Hotel REIT globally, where he was responsible for the southeast and central regions of the United States, as well as Mexico and Latin America. He is a member of the Hospitality Asset Manager Association (HAMA) and serves on the CHAM Certification Designation Committee. He holds a Bachelor of Science degree in Accounting with a minor in Finance from Pennsylvania State University.

Joe brings extensive experience in the Orlando lodging market, including over a decade of asset managing the Orlando Marriott World Center. In addition, Joe understands the unique operating nuances of airport hotel properties, having asset managed hotels such as the Tampa Airport Marriott, Houston Marriott Airport, Marriott Chicago O'Hare Airport Hotel, among others. He is a proven leader and fiduciary, with a track record of working collaboratively the property teams to optimize performance and execute on strategic operating and capital initiatives.

Joe has been with CHMW for almost five years and currently serves as the Lead Asset Manager on four Projects, with ample capacity to take on this engagement.

Lauren Robichaud, Vice President – SENIOR ANALYST

Lauren Robichaud is a Vice President at CHMW with over 10 years industry experience and is an integral part of the Asset Management team. She is an expert in financial analysis and market research aimed at identifying opportunities for revenue growth and cost containment to enhance hotel operating performance and asset value. Lauren has experience with publicly funded/municipality-owned hotels, including the Hyatt Regency Denver at Colorado Convention Center, the Hilton Austin, and Hilton Des Moines Downtown to name a few. She has experience working with Hyatt-branded properties and currently provides senior-level support on several Hyatt properties in the CHMW portfolio. She holds a Certification in Hotel Real Estate Investments and Asset Management and a Certification in Advanced Hospitality and Tourism Analytics. Her industry experience includes a seat on the Hospitality Financial & Technology Professionals (HFTP) Board of Directors and active involvement with She Has a Deal/TLT Solutions, focused on increased diversity in hotel ownership. Lauren holds a Bachelor of Science Degree in Hospitality Management from the University of New Hampshire.

PROJECT SUB-CONTRACTOR (MWBE)**Aaron Anderson - The 26 Co (Based in Tampa, FL)**

Aaron Anderson co-founded The 26 Co, a leading provider of capital project planning, budgeting and project management services with deep experience in the hospitality sector. He is responsible for managing the day-to-day operations, company strategy, business development, and managing a wide range of capital projects. Aaron brings a well-versed background in construction, specializing in hospitality. Prior to founding The 26 Co, Aaron worked for JLL's Project Management division managing over \$2.2B in assets. Bringing his well-versed construction background to the industry has allowed him to manage projects all over the United States and Puerto Rico. Aaron is skilled in client communications, contractor management and has vast experience in full and select-service hotel properties. Aaron has experience with on-site and off-site positions including project management oversight, quality project management and superintendent for Frist Finish Construction. He has performed management services for Fortune500 companies such as Starbucks, Wells Fargo, Cracker Barrel, Walgreens and Walmart.

The envisioned role for The 26 Co with respect to this engagement will be to support the CHMW team in the area of capital planning and project assessment. The exact scope of work to be further refined upon selection, once we have an opportunity to assess the capital needs, plan, funding, timeline and any requirements specific to the Aviation Authority reporting, planning and approvals process. Preliminarily, we would expect their involvement to include active participation in the annual capital expenditure budgeting process and support relative to FF&E reserve reconciliation, review and approval of proposed capital improvements/future planned renovations and timeline.

Project Advisors

Marc Ellin, EVP

Marc brings over 30 years' hospitality industry experience to CHMW with extensive knowledge in full-service, luxury, lifestyle, and wellness segments of the hospitality industry. Marc serves as a senior member of CHMW's advisory and asset management teams, supporting clients with strategic investment decisions ranging from hotel acquisition, development, and repositioning strategies to brand/management selection, and capital planning, among others.

Marc joined CHMW following a 30-year career with Hyatt Hotels Corporation, where he held numerous, significant roles, including Senior Vice President of Operations, where he was responsible for all full-service managed Hyatt properties across the southern United States. During that time, was responsible for the oversight of several airport properties, including the **Hyatt Regency Orlando International Airport**, Grand Hyatt Dallas/Fort Worth, Hyatt Regency Dallas/Fort Worth International Airport, Grand Hyatt Tampa at Tampa International Airport, and the Hyatt Regency O'Hare Chicago, to name a few.

Prior to that, he held such positions as global head of Miraval Group and Exhale, Hyatt's best-in-class wellness brands. He also was senior vice president of operations for Hyatt's luxury and lifestyle hotels across the United States and Canada, including Park Hyatt, Andaz, Hyatt Centric and the Unbound Collection by Hyatt.

Larry Trabulsi, Managing Director/EVP (CHAM)

Larry Trabulsi is a Managing Director/EVP at CHMW with 25+ years of experience in hotel investment advisory and asset management. Larry has extensive capital planning and renovation oversight experience and has been involved in planning/oversight of individual lodging renovation projects between \$50M - \$100M. He also has experience asset managing a wide range of property types, brands and markets, bringing collective expertise and time-tested best practices to the assets he oversees. He has a proven track record in collaborating with property management teams to identify opportunities for revenue enhancement, cost containment and risk mitigation and is regarded within the industry as a thought leader in asset management, and capital planning. He holds a Bachelor of Science in Finance/Investments and a Masters in Business Administration from Babson College. He is a past President of the Hospitality Asset Manager Association (HAMA), Board Member of the American Hotel & Lodging Association, and holds the distinction of being a Certified Hotel Asset Manager (CHAM).

Kristie Dickinson, Managing Director/EVP

Kristie brings nearly 30 years hospitality industry experience including property-level operations, corporate brand management/franchise sales, consulting and asset management. She is a founding member of CHMW, with over 25 years focused on representing ownership groups to develop and implement value enhancement strategies through property acquisition and investment, asset repositioning, operational initiatives, and asset management. Prior to joining CHMW in 2000, she served as

a senior hospitality consultant for Horwath Landauer and later PwC, with a heavy emphasis on market research and feasibility for hotels and visitor-based operations located at U.S. military installations around the globe. She serves as Vice President on the Board of the International Society of Hospitality Consultants, the Women's Leadership Initiative for Urban Land Institute and is actively involved in a number of industry organizations focused on diversity, equity and inclusion. Kristie holds a Bachelor of Science degree in Hotel Administration from the University of New Hampshire and a certificate in Revenue Management from eCornell.

Kristie has local market expertise, with prior asset management and advisory experience with the Hyatt Regency, Grand Cypress Resort and the Hampton Inn Lake Buena Vista. She has also advised on and underwritten several airport hotels, including properties at Chicago O'Hare, Miami International Airport, JFK International and Newark International Airport, among others.

Christine Baekey, Controller

Christine is responsible for directing the efforts of CHMW's accounting team, specializing in entity-level accounting and cash flow reporting. With 25+ years of commercial real estate accounting, finance and loan servicing expertise, Christine provides expertise in loan compliance reporting, property tax management, audit support oversight and complex financial reporting for CHMW's clients. Her experience spans a wide array of hotel ownership groups and corporate structures including public agencies, internationally based clients, private equity groups, among others and includes all major brands and lodging product types from select-service portfolios to municipality-owned headquarter convention center hotels. Christine attended Boston College where she earned her Bachelor of Science in Administration & Finance with a concentration in Accounting.

Tracey Scalzo, Vice President

Tracy brings over 20 years of industry experience to her role as Vice President at CHMW. She is responsible for the management of CHMW's proprietary business intelligence platform, Proph+IT™, along with the creation and enhancement of related financial models and reports. Using her analytical and technical skills, she supports the asset management and advisory team on financial analysis, market research, benchmarking, and monthly reporting to identify opportunities for optimizing operating performance and value across CHMW's asset management portfolio. Tracey holds a Certification in Hotel Industry Analytics (CHIA) and a Bachelor of Science degree in Mathematics.

**TAB 4:
PROPOSER'S APPROACH &
METHODOLOGY**



TAB 4: PROPOSER'S APPROACH & METHODOLOGY

A. CAPITAL MANAGEMENT PROJECT EXPERIENCE

Provide documentation that demonstrates the Proposer's Experience with Capital Management Projects and include two examples of a report that reflects this. Label as Example 1a and Example 1b.

CHMW has been responsible for the annual planning, budgeting, funding strategy and implementation of capital projects across an average portfolio size of 60 hotels for the past two decades. We understand how to work with the operator/brand to develop a thoughtful plan that includes both five- and 10-year time horizons, necessary for effectively balancing capital requirements with FF&E reserve funds. In addition to experience gained across our portfolio, CHMW is considered a trusted industry resource in the area of capital planning and has been part of the team that authors the ISHC CapEx Study, most recently published in 2023. Lastly, our MWBE subcontractor, The 26 Co, lends extensive experience in project planning and oversight to our collective team.

The following chart provides a sampling of recent capital projects at various stages of completion that our team has been responsible for planning and facilitating on behalf of ownership groups, many of which represent municipal/public agencies.

Two report examples have been provided in Appendix C that demonstrate CHMW's Capital Management project and planning capabilities and experience, labeled **Example 1a** and **Example 1b**.

Representative Recent Capital Management Projects					
Property	Rooms	Location	Scope	Cost	Phase
Hilton Baltimore ⁽¹⁾	757	Baltimore, MD	Rooms, corridors, meeting/pre-function space	\$15.8M	Completed 2018 & 2019
W Hotel DC	326	Washington, DC	Rooms, public spaces & food & beverage outlets	\$52M	Completed 2017-2019
Hyatt Coralville ⁽¹⁾	286	Coralville, IA	Guestrooms, corridors, restaurant/bar, fitness center	\$18M	Underway (Q1'23 – Q2'25)
Marriott Detroit Renaissance Center	1,328	Detroit, MI	Guestrooms, corridors, meeting space	\$35M	Underway (2024/2025)
Hyatt McCormick Place ⁽¹⁾	1,258	Chicago, IL	Guestrooms, corridors	\$60M	Planning (2025/2026)
Hyatt Denver ⁽¹⁾	1,100	Denver, CO	Guestrooms, corridors	\$50M	Planning (2024/2025)
Hyatt Denver ⁽¹⁾	1,100	Denver, CO	Meeting & public space	\$12M	Completed 2018 - 2019

(1) *Noted clients represent public agencies/municipalities.*

B. HOTEL RE-BRANDING PROJECT EXPERIENCE

Provide two examples of hotel re-branding projects for which the Proposer and Engagement Team has assisted with, and their role. Example 2.

CHMW offers comprehensive advisory services, among them brand selection and conversion oversight. Our team has deep experience and a successful track record in guiding ownership groups through all aspects of re-branding hotels, from the initial analysis and evaluation of a potential conversion opportunity, through to identifying optimal brands, negotiating favorable terms and overseeing the transition.

CHMW has actively advised owners on brand (and management) selection, as well as led the competitive bid process for more than 50 projects. Our team brings existing relationships, and an understanding of the strengths and limitations across all the major brands, allowing us to readily identify options for converting to a new brand, or enhancing leverage through an extension of the existing operator, providing the necessary analyses to support our recommendations. CHMW has led the competitive bid process through a formal RFQ/RFP process on behalf of many hotel owners, including public agencies. We have been successful in supporting negotiation efforts for new hotels, as well as re-negotiating contracts to affect a more favorable outcome to that originally negotiated.

CHMW has been recently involved in the brand/operation selection and negotiation of brand/management agreements for roughly a dozen projects over the past 12 to 18 months alone, making our experience and understanding of current deal terms highly relevant. We are available to support the Aviation Authority in related efforts, as necessary.

Examples (2):

1. Re-Branding Project #1: Hyatt Coralville (Brand Conversion from a Marriott to a Hyatt)

CHMW was retained in early 2021 to assess brand and operator options, as the City's agreement with Marriott was set to expire. We conducted an operational assessment of the hotel, and our findings yielded a number of recommendations and strategic initiatives aimed at improving performance. These findings, coupled with a cost/benefit analysis of potentially re-branding, was utilized as part of a process to select the future brand and operator. CHMW led the solicitation process, including identifying suitable brands, and ultimately negotiated key terms on behalf of the City. CHMW was also engaged as asset manager, and we planned and oversaw the transition from brand-managed to the franchise model with Hyatt, and Marcus Hotels & Resorts as the operator.

2. Re-Branding Project #2: The Mayflower Hotel (Conversion from a Renaissance Hotel to Marriott Autograph Collection)

CHMW served as the asset manager of The Mayflower Hotel from approximately 2009 through 2022. As part of an initial operations assessment conducted when we were transitioning the property to our asset management platform, we evaluated key brand and sales performance indicators. Through our analyses, we were able to demonstrate that the existing brand was incongruent with the Hotel's optimal positioning, thereby limiting rate potential and overall market positioning. CHMW represented ownership in making a case to the brand for converting from Renaissance to Marriott's soft brand, Autograph Collection. Once approved, CHMW facilitated negotiations and oversaw the conversion process.

C. SOLICITATION EXAMPLES & CONTRACT EXAMPLE

Provide two (2) examples of two different types of Solicitations that have been previously drafted by the Proposer and an example of a contract negotiated by the Proposer. Label as Example 3a and 3b.

CHMW has led numerous solicitation processes on behalf of clients, ranging from key service providers such as project managers, retail lease agents, brokers, parking garage/valet operators, and restaurant operators, to major long-term contracts such as Hotel Operating Agreements, Lease Agreements and Brand Franchise Agreements. While the agreements and contract values may vary, the goal is the same – protect the interests of ownership and negotiate the most favorable, flexible and financially aligned agreement possible. Key to CHMW's ability and successful track record in running processes, is a) our ability to identify and bring highly qualified groups/firms to the table, b) proven process for running a competitive solicitation process; and, c) past experience and benchmarking of key and current deal terms to know what represents a market-based optimal outcome.

Over the past five (5) years alone we have led a solicitation process for more than 25 projects.

The following provides a small sample of some of the recent/major solicitation processes that CHMW has led, the majority of which were completed within the past 24 months:

Representative Sample of Solicitations		
Property	Location	Scope
Major Museum Hotel	Washington, DC	Brand & Operator Selection (RFP)
Marriott (later Hyatt) Coralville	Coralville, IA	Brand & Operator Selection (RFP)
Marriott Marquis	Atlanta, GA	Project Manager Solicitation (RFP)
The Higgins New Orleans	New Orleans, LA	Operator Selection (RFP)
The Candler Hotel	Atlanta, GA	Franchise & Operator Selection (RFP)
Hilton Cleveland	Cleveland, OH	Project Manager Solicitation (RFP)
W Hotel	Washington, DC	Project Manager Solicitation (RFP)
Proposed Lifestyle Hotel (TBD)	Washington DC	Brand & Operator Selection (RFP)
Canopy Hotel	Philadelphia, PA	Franchise & Operator Selection (RFP)
Tapestry Hotel	Conshohocken, PA	Franchise & Operator Selection (RFP)
Suncadia Resort	Cle Elum, WA	Operator Selection (RFP)
Anguilla Hotel Project	Rendezvous Bay	Operator Selection (RFP)

In Appendix C, we have included the following requested solicitation samples:

- **Example 3a:** Solicitation for Hotel Brand Selection; and,
- **Example 3b:** Solicitation for a Project Manager.

Sample Contract

We have also included an excerpt from a hotel operating agreement as an example of a contract that was negotiated by CHMW on behalf of a governmental agency/authority. The original agreement is over 125 pages in length, so we have only included an excerpt in Appendix C. This agreement can be provided in its entirety, should the Aviation Authority like to see it in full.

D. PROPERTY IMPROVEMENT PLAN EXPERIENCE

Provide evidence the Proposer and Proposed Engagement Team is familiar with the requirements of Property Improvement Plans (a document detailing the property upgrades and replacement) promulgated by leading hotel chains.

CHMW is well versed in Property Improvement Plans (PIPs), which is plan that details various requirements/capital projects that ownership must complete within a defined period of time in order to comply with brand standards. Our team has reviewed, negotiated, quarterbacked and overseen the implementation of PIPs across all major hotel brands, including Hyatt. Not only have we reviewed and assessed the reasonableness of PIPs on behalf of ownership groups, but we have also successfully evaluated the ROI of spend vs. return and sought waivers from the brands on projects that do not add material value and/or are not appropriate for a given market or property location.

For instance, at one hotel the PIP detailed replacing existing marble guestroom thresholds with vinyl to “meet brand standards”. The cost of replacing the marble with a lower-grade material was upwards of \$200,000 and would have actually detracted from the guest experience. We were successful in making a case to leave the marble in place and shift dollars to other areas of need with greater impact on guest satisfaction and value for ownership. Similarly, we don’t take PIPs at face value or as a complete representation of capital needs. We work with ownership and operating teams to identify and plan spending in areas that could improve the operation, enhance guest satisfaction, support higher rates and revenue and/or yield cost savings through efficiencies. For example, at one hotel in Orlando, a major detractor of guest satisfaction was the breakfast area and speed in which guests/families moved through the buffet line in a compressed period of time, as everyone was looking to get out to the theme parks. The actual brand PIP called for the standard buffet configuration, but when we looked at the brand standard and in collaboration with the operating team, determined that we should make the area larger than standard and add 360 degree circulation around the buffet to help facilitate traffic and add more seating. This plan cost slightly more, but we were able to address a recurring guest complaint and actually saved on labor, as less staff were needed to clean/turn tables quickly given the expanded area.

While compliance with brand standards is a requirement, our philosophy is to never accept a PIP without critically assessing each project to be sure it makes sense for the hotel and the market, while also assessing if there may be a better or more comprehensive solution that can be addressed. Project completion timing and waivers are also something we typically assess and negotiate on behalf of ownership.

A sample PIP from a recent project that CHMW was involved with has been provided in **Appendix C: Sample PIP**.

E. CAPITAL PROJECT, OPERATIONS & MAINTENANCE BUDGET DEVELOPMENT

Include any type of hotel capital projects and operation and maintenance budget developments that the Engagement Team has assisted with, and their role.

CHMW has an extensive annual budget review and approval process that includes both the operating budget (which includes a detailed assessment of Property Operation & Maintenance expenses) and the capital budget. CHMW has an extensive budgeting process whereby we review and evaluate the proposed annual budget, test and benchmark departmental revenues and expenses against historical performance and comparable hotels, as well as measure occupancy, ADR and RevPAR against industry prognostications

to test for reasonableness. We then prepare a summary of questions and comments for the Hotel Operator, meet to review and request modifications to the budget as reasonably appropriate. In a typical year, this process allows us to hold the hotel Operator to a budget that is reasonable and achievable yet pushes management to perform at higher levels (“stretch budget”).

Similarly, we also review and evaluate the annual Capital Expenditure Plan, including working with hotels to determine scope, timing and cost of each hotel’s capital plan. We will review the current year project requests but also work with the team to develop a forward looking plan to ensure sure future projects are considered and that the FF&E Reserves fund is well capitalized to fulfill these plans. Part of this process includes reconciling to the 10-year capital plan developed by CHMW in conjunction with Hyatt for the benefit of funding and project planning for the Aviation Authority. From this review we identify additional opportunities and will advise the Aviation Authority of recommendations regarding capital planning and accrual of reserves, cash flow, proposed projects required or recommended to enhance property positioning and spending strategies.

Our asset management team actively assists in the development and facilitates the approval of the operating and capital budgets annually across our entire asset managed portfolio of more than 60 hotels, including those submitted by Hyatt.

F. SAMPLE REPORT TO ASSIST OWNERSHIP WITH MANAGEMENT OF HOTEL PROPERTY

Include two (2) sample reports that can assist the hotel Owner with management of the hotel property.

CHMW has developed a wide range of reports and analyses in support of clients in the oversight and management of their hotel investments. Through CHMW’s Proph+IT™ Business Intelligence System, we are able to custom tailor reporting and analyses specific to client needs and will do so for the Aviation Authority at the onset of the engagement. We have selected a sampling of owner reports and models that help direct the strategy and inform clients in the management of their hospitality assets, while also aiding in communication with key stakeholders (e.g., internal oversight, Boards, Rating Agencies, etc.).

A variety of reports have been provided in **Appendix C: Sample Management Reports**.

G. TRANSITION PLAN

Proposer shall submit a detailed transition plan with its RFP. This plan shall describe in detail the process that would be followed to implement the services to be provided pursuant to the Scope of Services. This plan shall also include time frames and information that would be required for such services to be fully operational and include a sample timeline (with an explanation of how this timeline would be used in the transition process.)

Summary of Approach

CHMW employs a time-tested approach to on-boarding and overseeing new asset management engagements. The approach is further refined with insight and understanding of client goals, objectives and requirements specific to the engagement for which we will customize (e.g., unique reporting requirements, board meetings, debt coverage ratio/loan compliance, etc.). A preliminary project debrief is typically accomplished during our first meeting with a new client, where we discuss asset history, ownership's short and long-term goals and objectives, key issues, immediate concerns or projects underway, any special considerations, communication protocols and reporting requirements. We will also request a transition meeting with the prior Asset Manager, as available, and issue a data/information request including key contracts, historical financials, budget, forecast, current initiatives, capital plans, and other pertinent information to familiarize our team with the asset, which will serve as the basis for developing our 30-60-90-day work plan and timeline. While we have always found reputable Asset Management firms amenable to meeting with us to coordinate on a transition items and transfer knowledge, our team has also been involved in situations where either a) there was no Asset Manager in place prior to our involvement, or b) circumstances did not allow for cooperation. Regardless of the situation, we are confident in our ability to step in and ramp-up quickly, with or without support from the prior Asset Manager.

At the onset of our engagement, we will also coordinate with Hyatt to establish the flow of financial information into Proph+IT™ (our business intelligence system) and start our assessment of the operation. Not only will we upload current financial information into our system but will also upload the most current budget and several years of historical financials for trend analysis and benchmarking purposes. We will also work with the Aviation Authority to understand reporting requirements/preferences and develop a series of report templates for review and approval. Our team will schedule an initial in-person meeting with the property operating team, to make introductions, begin forging a relationship, and establish communications and reporting protocols. Toward this end, we will establish a calendar of recurring calls, periodic site visits, and agree on a general cadence for how we will interface with the property team, for both planned communications and for urgent matters. In most instances we have standing weekly calls with the General Manager and Revenue Management teams. Monthly, following receipt, review, and analysis of the financial package, we conduct our meeting with the property team, asking questions, and focusing on initiatives for optimizing performance. It is important to note that while a portion of these meetings reflect on prior month performance and understanding key variances, the majority of the discussion is focused on trends and learnings from prior performance that we can proactively address as part of forward-looking opportunities and/or risks that need to be mitigated. We also spend this time reviewing and measuring progress on operational initiatives that have been identified for optimizing performance and value.

CHMW will provide the Aviation Authority with a monthly (and quarterly) owner's report, summarizing performance, initiatives, and any ownership-level issues or pending approvals. We are available to present/have a call with the Aviation Authority for questions on the monthly report or discuss any issues that arise. Annually, we conduct an extensive operating and capital budget review and support the

Aviation Authority in the analysis and ultimate approval of the budgets. We also make ourselves available for calls or meetings with the Aviation Authority as issues arise and/or require approval and recommendations on an on-going basis. Once we have a better understanding of the Aviation Authority's internal meeting schedule (e.g., Board Meetings, Finance Committee, etc.), we will also be available to attend and present on hotel performance and strategic initiatives, as needed.

The following provides a detailed narrative of our process, from on-boarding to how we conduct our monthly, quarterly, and annual responsibilities in detail within the Scope of Services outlined in the RFP.

Approach to Providing the Scope of Services

CHMW has a proven approach and track record for delivering effective asset management services. In our view, the key to successful asset management is managing expectations between the Owner and the Operator. It is the responsibility of the asset manager to gain a thorough understanding of ownership's goals and objectives, clearly define those expectations for property management and develop and maintain a structure of oversight that fosters mutual respect, open communication, collaboration and desired results. CHMW has developed time-tested asset management tools and a demonstrated system for implementation, as well as a proven track record in working with public authorities/agencies and hotel operating teams to achieve objectives. Our asset management services have been designed to provide the best possible hotel supervision and oversight, while continuously improving asset quality, service, profitability, and value, while mitigating risk.

While CHMW represents one of the most tenured and experienced hotel asset management companies in the world, we remain entrepreneurial in our approach. Core elements of our success include:

- Gaining a clear understanding of Client goals and objectives;
- Fostering a collaborative working relationship with the Hotel property level, regional and corporate teams;
- Engaging and aligning goals amongst key stakeholders (Hotel, airport, supporting facilities, etc.); and,
- Implementing our industry-leading and cutting-edge technology, a vast array of time-tested analytical tools and processes proven to deliver results.

With this in place, we have the foundation for maximum effectiveness in overseeing operating teams, identifying opportunities and implementing strategies for enhancing performance and overall profitability.

We are confident in our ability to provide the Scope of Services outlined in Section 2.0 of the RFP and have prepared the following to highlight CHMW's approach and lend additional detail on the process by which we will represent the Aviation Authority and collaborate with the Hyatt management team to achieve desired results.

I. Initial Asset Management Transition Period (30 to 45 days)

During the first 30 to 45 days of our engagement, CHMW will establish management reporting requirements, implement monitoring systems, undertake an assessment of operations and develop an action plan to establish the general direction and focus for the on-going Asset Management of the Hyatt Regency Orlando International Airport Hotel ("Hyatt", "Hotel" or "Property"). The following summarizes the key areas of focus during this critical period of initial discovery and transition into CHMW's asset management platform.

a. Initial Information Gathering & Client Kick-Off Meeting

- We will develop a list of pertinent data and information that we would like to receive from the Property to provide key facility details and operational background. We look to obtain historical operating performance, operating budget and Business Plan, current year forecast, organizational chart, competitive performance reports (STR, among others), capital plan and scheduled projects, key lease or service agreements, among other pertinent information.
- In addition to the information request, we will schedule time to meet with the Aviation Authority to discuss specific goals, ask questions and get acquainted with the team that we will be working with most directly to execute on the supervision of the activities of property management and deliver the scope of services outlined.

During this meeting we will also discuss the timeline, transition process and gain an understanding of the Aviation Authority's reporting requirements and meeting calendar.

Following this, we will develop an official 30-60-90 plan to share with the Aviation Authority for approval.

b. Asset Management Transition

- To the extent that the prior Asset Manager is available, we will schedule a call or in-person meeting to discuss the property and get current on any initiatives and/or issues that require immediate attention. Regardless of whether we are able to meet with the prior Asset Manager or not, we will review any prior reports, meeting minutes or special analyses prepared to provide immediate context as we ramp-up.

c. Site Visit & Kick Off Meeting with the Property Team

- We will schedule an initial visit to the hotel, to meet and introduce our team, spend time getting to know the Hotel's executive committee team, while discussing goals and expectations. Key to our success is fostering a positive working relationship and we will emphasize the collaborative nature of our approach with the property team.

d. Monitoring & Reporting Processes

- As previously stated, we firmly believe that establishing clear expectations sets the stage for a collaborative working relationship. CHMW has developed a streamlined monitoring process by which we establish expectations and reporting requirements, clearly outlining the specific reports and timeline for submittal. Established expectations ensure timely and accurate reporting that can then be reviewed and benchmarked not only against budget, forecast and underwriting proformas, but also against the initiatives and action steps that we are continually identifying and implementing with the hotel property teams.
- Part of establishing reporting includes setting up the flow of financial data from Hyatt to CHMW's business intelligence system, Proph+IT™. Our system is already mapped to Hyatt's chart of accounts, so the onboarding process will be relatively quick and easy (matter of days). Once this is set up, we will begin receiving financial and STR information immediately.
- In addition to reporting, CHMW has an established communications protocol with the operating teams to ensure close and routine communications with the Authority and Hyatt staff, addressing weekly, monthly and quarterly activities, performance and forecasts with a keen focus on enhancing revenue and containing costs. Standing weekly calls with set agendas are utilized to maintain regular contact regarding weekly hotel performance, forecast for the period, ongoing

sales and marketing efforts and key operational issues. In addition, following a review of all reports required to be prepared and delivered by Hyatt pursuant to their Hotel Operating Agreements, we conduct monthly Owner's Meetings where detailed financial performance and variances are discussed, as well as the quarterly forecasts, unanticipated expenses, sales and marketing initiatives, capital issues, forecasts, risk issues and discussion of progress on initiatives for enhancing operational and financial performance.

e. Operations Assessment

- The Operational Assessment is a process we undertake for all new engagements to familiarize our team with the asset, as well as gain a detailed understanding of operations. This includes assessing the organizational structure, executive team member background and experience, proposed staffing levels, sales deployment, physical plant systems and building layout, existing processes and procedures, among other operational factors. This provides the basis by which we identify initial opportunities for revenue enhancement, cost containment and risk mitigation. CHMW has a detailed process and extensive checklist which has been utilized at every property we oversee to ensure a thorough review and assessment of operational issues. The process includes meeting in person with the Executive Committee and other select senior management personnel to assess the operational procedures, roles, responsibilities and work flow. We will undertake a review of the operation and, with management, along with ownership, develop strategies to enhance operational and financial performance of each asset. The Operations Assessment serve as the basis for our initial asset management plan.
- Clearly, the Hotel has enjoyed tremendous success thus far. Our process is to build upon this success and also provide a means for benchmarking not only financially but also in terms of best practices and truly unique and innovative strategies that we have access to across a wide range of highly successful hotels in our asset management portfolio. It is easy to spot what may be wrong at underperforming hotels, but it takes expertise, experience and access to a wide range of on-going practices to be able to uncover opportunity for performing hotels, given the ease at which inefficiencies can be disguised. This is a clear differentiator in terms of what the CHMW team can bring to this engagement.

f. Strategic Initiatives

- For each of the hotels in our asset management portfolio, CHMW prepares a Strategic Initiatives document that addresses opportunities for enhancing the operational and financial performance. These initiatives, with consensus of the Aviation Authority, are used by our Asset Management Team as a tool to guide them throughout the year, with many of the strategies and actions becoming part of the agenda for our monthly Owner's meetings. From this research, and in collaboration with the operating teams, we make recommendations and present to the Aviation Authority for review and approval those areas which we believe we can impact performance. Once approved, this plan is devised into a series of specific initiatives that are implemented throughout the year and updated annually.

II. On-Going Asset Management

In addition to meeting the team, establishing communication and reporting guidelines, conducting the Operations Assessment and outlining Strategic Initiatives, CHMW will assume immediate on-going asset management. While all of the services and responsibilities outlined in the RFP are critical to providing comprehensive oversight and identification of strategies for enhancing performance, we have selected a

few areas to highlight key aspects of our approach, as well as demonstrate our understanding of, and ability to, provide all services outlined in the RFP.

a. Monitor & Review Hotel Operating Performance

- With the reporting/communications systems in place CHMW maintains close communication with the management teams, monitoring operating performance (including weekly calls and monthly meetings). CHMW reviews monthly operating results and evaluates financial performance, comparing to budget, forecast, prior year, market, competitive set (e.g., STR, CBRE data) and comparable hotels. We review monthly/year-end forecast, compare to group and transient booking pace reports and undertaking a flex and flow analysis to ensure incremental revenue will flow to NOI or the impact of revenue reductions to NOI is minimized. In addition to financial operating results, we also monitor and review with the operating team the following key areas: revenue management, market share, sales performance and group channel contribution, capital projects, operator programs, food and beverage, cash management, human resources, property operations, guest satisfaction, forecast accuracy, revenue by department/in-house capture, quality assurance, maintenance, purchasing, system audits, market conditions, among others. We also review a variety of forward-looking analytical reports (e.g., Kalibri Labs, Demand 360, OTA Insights, to name a few) in our review and discussions with the operating teams which allow us to make proactive adjustments to positively influence future performance.
- We use this information to report on financial operating performance, but more importantly to glean trends, anticipate issues, benchmark performance and identify opportunities to continually challenge the operating team to develop strategies for enhancing performance. We share our review and engage in dialogue on questions about performance, key trends noted and strategies for performance enhancement with the Operator at monthly meetings.
- We also use this information as it relates to changes in the forecast, where we can influence change, but also alert the Aviation Authority of any material changes in anticipated cash flow that may impact payments if not addressed.
- The following areas are also closely monitored each month:

Capital Projects

- Monitoring capital expenditures to ensure that projects are completed satisfactorily and within budget. As part of the Monthly Owner's report, we receive and review the summary of the capital expenditures (CapEx) made during the prior month. We monitor those expenditures relative to the approved annual CapEx budget. We do *not* approve or release any reserve funds unless the appropriate paperwork has been completed and the project was approved as per the CapEx plan.

Unbudgeted Expense Requests

- Reviewing unbudgeted expense requests to determine the extent to which the expenditure is necessary, timing of the expenditure, and the potential reduction/elimination of other expenses to off-set costs associated with any new and unbudgeted request. This exercise is undertaken for all unbudgeted expenses including operational and capital requests.

Fixed Cost Issues

- Monitoring fixed cost issues such as leases, capital reserves and insurance can have a profound impact on a hotel's profitability. We are of the opinion that not all fixed costs are in fact "fixed" and we continually strive to identify areas for costs savings in this area.
- Site visits by the appointed asset manager(s) and other team representatives promote close working relationships with property management and provide an opportunity for routine inspections of the physical plant to assess a variety of issues including liability and risk, areas to enhance revenue and/or reduce costs, investigate guest complaints associated with physical plant and FF&E issues, and assess overall physical condition and upkeep. Of course, there are some instances and/or special projects that necessitate more frequent meetings, in which case we would adjust the schedule as needed. *We will work with the Aviation Authority to determine the appropriate cadence of in-person and remote monthly meetings.*

b. Hotel Operating Agreement Compliance

- Evaluating the operation to ensure compliance with the Hotel Operating Agreement. We prepare a summary of the Hotel Operating Agreements, outlining key points, compliance issues and important dates. This summary is provided to our Asset Managers and Finance personnel as a guide to ensure compliance issues are met. Further, we utilize this summary for reporting, whereby we monitor on-going compliance with the Hotel Operating Agreement. In this regard, we advise the Authority on its ability to exercise its rights and powers (to the extent it is required and necessary). If a breach of the Operating Agreement is noted, we will monitor those steps to cure.

c. Client Communication & Reporting



- Financial reporting and performance benchmarking is made possible through CHMW's proprietary business intelligence system called Proph+IT™, which enables a direct download of monthly data at the general ledger-line level from Hyatt. This system allows for direct delivery from brand systems to our database, allowing for unparalleled financial benchmarking capabilities and advanced trend analyses. This system also enables our asset managers to immediately identify and report on key variances ("Red Flag Report"). Due to the electronic delivery method of financials through Proph+IT™, we often have access to monthly financial information in advance of the date in which the operators are contractually obligated to provide it, allowing for early detection and communication of opportunities and risks. Proph+IT™ is already mapped to Hyatt hotels, so the on boarding is very quick and efficient.
- Our goal is to provide customized and consistent delivery of information between all parties involved to provide on-going feedback on the performance of the Hotel so the Aviation Authority can effectively manage the cash position as it relates to both meeting debt service obligations and funding reserve requirements.
- CHMW will work with the Aviation Authority to develop a communications cadence and customized reports that best meet your needs, including:
 - Written monthly analysis of the Hotel's monthly performance report;

- Written Quarterly report analyzing the Hotel's overall performance including recommendations to improve performance; and,
- Written annual evaluation of the Hotel's proposed operation and capital budget.

Given the flexibility of our financial reporting system, we are able to produce a wide range of customized reports, fiscal calculations, support with periodic analyses or special reporting requests that may arise in relation to Board Meetings or other Aviation Departmental requests.

d. Chain/Operator Services & Related Fees

- We abstract key agreements between the Aviation Authority and Hyatt for the purposes of understanding key provisions governing the relationships and for on-going monitoring key terms with respect to brand standards, chain fees, rights, responsibilities, performance and other requirements that could impact cost and/or revenue. We have been very effective in balancing brand/operator interests and owner equity through close monitoring and collaboration to ensure standards do not unnecessarily compromise operating cash flow or capital dollars.

Through Proph+IT™ we are able to quantify and analyze chain and management cost allocations, while reviewing policy changes to assess and report potential impact on the asset to Owner. We monitor chain and/or management cost allocations on a monthly basis, and request updates from Hyatt to monitor and evaluate any changes in policy. If significant policy changes do occur, we will assess the impact to the Hotel and, if warranted, will appeal to address that impact.

e. Alignment of Goals - Management Team Performance

- The ability to achieve targeted operating results is largely a function of the skills, expertise and relationship with the operating team. Toward that end, we continually evaluate management's performance by tracking the team's ability to adhere to budget, forecast accurately, effectively explain variances, ability to implement standard operating and financial controls and overall compliance with the terms set forth in the Hotel Operating Agreement. The Executive Committee, specifically the General Manager, must be held accountable for property performance. This operating performance is further benchmarked to the defined competitive hotel set, performance of comparable hotels (within our Proph+IT™ database), as well as to relevant local City and National industry performance indicators. An assessment of fixed and variable expenses is performed to evaluate the Hotel Operator's ability to contain costs and optimize hotel profitability. Our Team has access to reports and existing relationships with industry experts in all major markets that allow us to stay current with trends impacting local and national performance and operating conditions. This review and on-going assessment also ensures alignment of stated mission, goals and objectives between the Hotel and the Aviation Authority.

f. Sales & Marketing Cost Effectiveness

- Sales, marketing and positioning are areas we focus heavily on, encompassing close monitoring of issues and actions related to group booking pace, pricing, marketing strategies and corporate support necessary to support this critical function. Revenue Management and sales are two of the agenda items we discuss with management on a weekly basis. We review the marketing plan, strategy and budget to ensure goals are clearly defined, action steps are focused and funds are available to support the overall effort. Further, we monitor progress, including evaluating the number of people directed to the effort and their individual goals and production. We confirm that sufficient incentives are in place to motivate the staff. We monitor, report and make recommendations based on discussions with the operating team, as well as based on our review

and analysis of sales and marketing reports and data, both internal and external. One of the areas that we have found in recent years to be particularly important is focusing operator attention on on-line business channels. As a result, we have developed a system for monitoring and evaluating production from key on-line channels, customer feedback and property positioning on-line. We are also focused on above-property sales and marketing efforts and results from regional/corporate team and initiatives.

g. Hyatt Regional/Corporate Support

- Ensuring that the asset is receiving support from the Hotel Operator's regional and corporate resources, including national marketing and sales resources is often a critical component to ensuring a hotel's success. While operating and brand companies have extensive marketing and distribution resources and reach, the amount and breadth of resources directed at the subject hotels is directly related to the Management Team's and Asset Manager's combined ability to ensure appropriate corporate attention. Some of these things are routine, such as ensuring the Hotel is properly identified and categorized within brand reservations and marketing systems. Other activities are less obvious, and it is important that they be monitored to confirm that the benefit of the activities outweigh the associated costs. Our goal is to ensure that Hyatt is providing the attention required to be successful and that the corresponding financial benefit is commensurate with the fees charged.
- Marc Ellin, EVP at CHMW will be one of the key advisors to the Engagement Team. He brings a 30-year history of working at Hyatt and maintains intimate knowledge of their systems and strong working relationships at the highest level of the Hyatt organization, providing insight and access to above property brand support.

h. Monitoring Market Conditions & Conducting Analyses

- CHMW will closely monitor national and local economic trends, changes in demand and competitive supply, as well as monitor factors that may impact or present an opportunity for the property. Areas monitored will include, proposed additions to supply, renovations of existing competitors, hotel transactions, brand/management changes, changes in demand generators, and also general hotel asset financing. We also closely monitor air passenger traffic and any potential changes at the airport (i.e., carriers, air lift, passenger load, additional construction, etc.), convention center, changes at local Convention and Visitors Bureau and other local market political shifts that could impact market conditions and subject hotel performance.

i. Review & Assist with Negotiating Purchasing Decisions

- CHMW will provide support in the review, validation and negotiation of pricing for purchasing decisions. We are able to benchmark key purchases against similar hotels and provide feedback and support to validate pricing and key contract terms.

j. Annual Operating Budget Review

- The annual budgeting process provides another means of ensuring goals and objectives between the Aviation Authority and Hyatt are aligned. The annual operating budget establishes the financial goals and objectives and the strategies by which the operating team proposes to reach them. CHMW has an extensive budgeting process whereby we review and evaluate the proposed annual budget, test and benchmark departmental revenues and expenses against historical performance and comparable hotels, as well as measure occupancy, ADR and RevPAR against industry prognostications to test for reasonableness. We then prepare a summary of questions and comments for the Hotel Operator, meet to review and request modifications to the budget

as reasonably appropriate. In a typical year, this process allows us to hold the hotel Operator to a budget that is reasonable and achievable yet pushes management to perform at higher levels (“stretch budget”).

k. Capital Expenditure Plan Evaluation & Recommendations

- We will review and evaluate the annual Capital Expenditure Plan, including working with the Aviation Authority and property team to determine scope, timing and cost of the capital plan. We will review the current year project requests, but also work with the team to develop a forward looking plan ensure sure future projects are considered and that the FF&E Reserves fund is well capitalized to fulfill these plans. Part of this process includes reconciling to the 10-year capital plan which will be developed by CHMW in conjunction with Hyatt (if not already developed) for the benefit of funding and project planning for the Aviation Authority. From this review we identify additional opportunities and will advise the Aviation Authority of recommendations regarding capital planning and accrual of reserves, cash flow, proposed projects required or recommended to enhance property positioning and spending strategies.
- We envision utilizing the expertise and experience of The 26 Co (Aaron Anderson), our MWBE partner, to assist in this area, both as part of the annual Capital Plan review and in on-going collaboration with the hotel and review/oversight of planned capital projects.

l. Additional Services

- CHMW is accustomed to supporting clients on special projects, studies and ad hoc analyses. We have the in-house expertise and comprehensive experience necessary to support the Aviation Authority on any issues or opportunities that arise – from brand/management selection to assessing the feasibility of a new hotel. Our services are comprehensive and have a full team of advisors to assist with additional support, as needed.

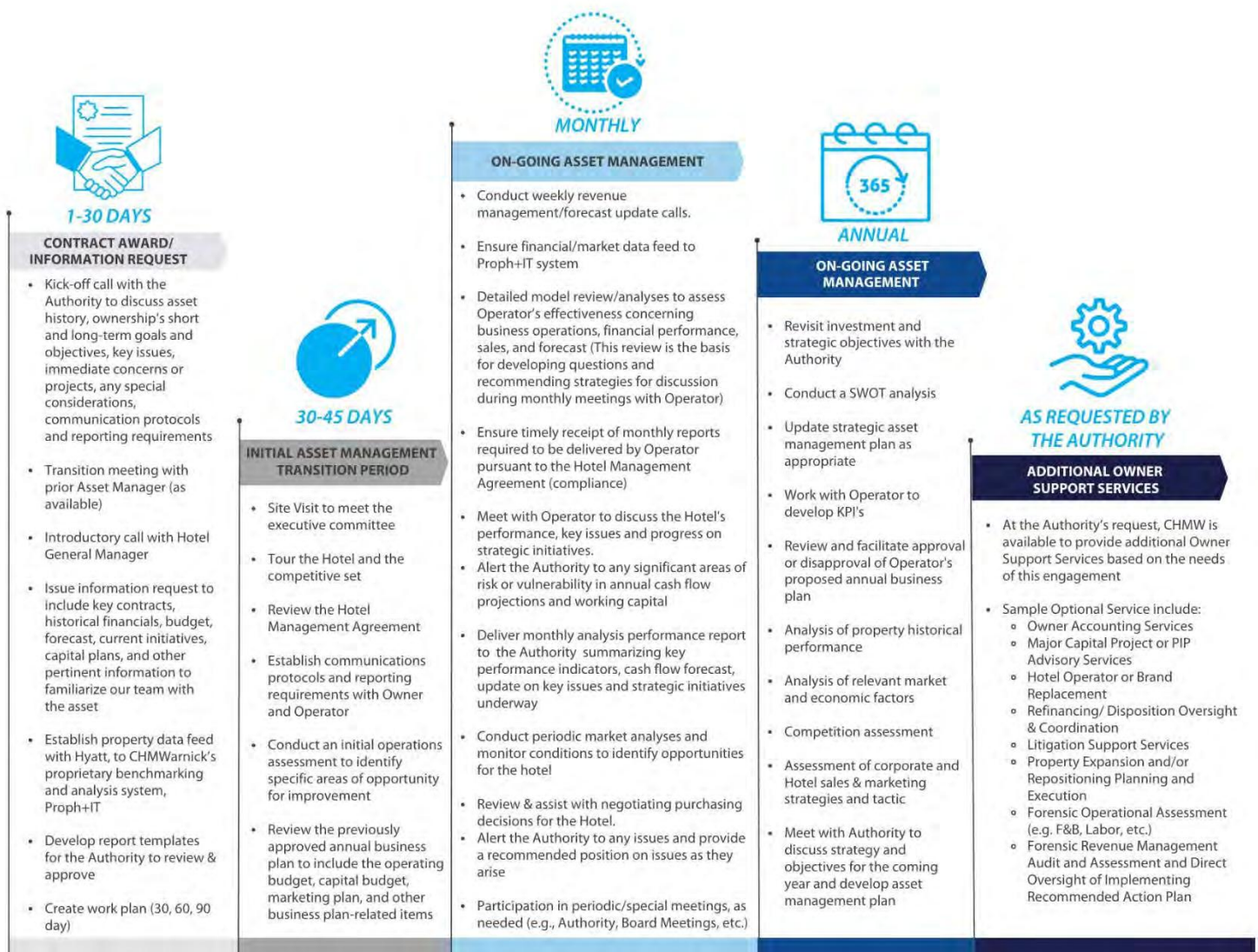
The following table is provided to cross reference the Scope of Services outlined in the RFP to our approach outlined above, to further demonstrate CHMW's understanding of the services required.

Scope Item	General Description	Section Reference
1	Monitoring and assessing the Hotel's compliance with existing contracts, licenses, and leases (including management agreements). Monitoring, analyzing, and making recommendations concerning the Hotel's:	IIb
	a) Business Operations;	IIa
	b) Financial Performance;	IIa
	c) Accounting and Reporting Practices;	Id
	d) Operating, Capital Expenditure, and Other Budgets;	Ia, IIa
	e) Marketing and Business Plans.	Ia, IIc
2	Conducting market analyses and monitoring market conditions to identify opportunities for the Hotel.	IIa
3	Regularly communicating with the executive staff of the Aviation Authority concerning the Hotel operations.	Id
4	Reviewing and assisting with negotiating purchasing decisions for the Hotel.	IIa, Ili
5	Meeting with the Hotel staff by conference call or site visit as necessary to effectuate any of the foregoing.	Ic, Id, IIa
6	Providing review(s) and update(s) as necessary, including but not limited to:	IIa, IIc
	a) Written monthly analysis of the Hotel's monthly performance report,	
	b) Written Quarterly report analyzing the Hotel's overall performance including recommendations to improve performance, and	IIc
	c) Written annual evaluation of the Hotel's proposed operation and capital budget.	IIc
Additional Services	If during the contractual period additional services are needed, the selected Proposer, also referred to as Consultant may, at the option of the Aviation Authority, be engaged to perform these services. The selected Consultant, shall upon receipt of the written request from the CEO, perform such additional services based upon the hourly rates in the Professional Services Agreement. All additional work will be documented by amendment to be approved following Aviation Authority policies prior to the performance of any additional services.	III

Timeline

The following transition timeline is for illustrative purposes to provide a sense for the typical action steps and sequence of events that will serve as a basis for discussion during our kick-off meeting. Following our initial meeting with the Aviation Authority, with a clear understanding of goals and objectives, we will develop a timeline in a format suitable for monitoring/tracking specific action steps that will be shared with key stakeholders. In all instances, we anticipate fully on-boarding the Hyatt Regency within 30 to 45 days, and even during that period, there will not be a gap in oversight, as our team will be in a position to deploy immediately.

Transition Plan & Timeline Hyatt Regency Orlando International Airport



**TAB 5:
ADDITIONAL REQUIREMENTS OF
THE PROPOSAL**



TAB 5: ADDITIONAL REQUIREMENTS OF THE PROPOSAL**A. PRIOR OR PENDING CONVICTIONS, INDICTMENTS, INVESTIGATIONS, REGULATORY INVESTIGATIONS**

The Proposer shall provide a description of all prior or pending convictions, indictments, investigations, and regulatory investigations, either civil or criminal that relate to the services listed in Section 2.0 Scope of Services, in which Proposer or its affiliates, subsidiaries, parent company, directors, senior officers, senior regional officers, the Lead Individual, or Engagement Team members have been involved with in the last five (5) years immediately preceding the date of Proposer's response to this RFP. Or provide an affirmative statement that there are none.

CHMWarnick has no prior or pending convictions, indictments, investigations (civil or criminal) related to services outlined in Section 2.0, nor related to any professional services provided by CHMWarnick, our affiliates, directors, senior officers, the Lead Individual or any of the Engagement Team members.

B. CLAIMS INFORMATION

Disclose all lawsuits, arbitrations and claims filed or raised by or against the Proposer over the last five (5) years, specifically identifying the project involved, the parties involved, the nature of the claim(s), amount at issue, disposition or status and litigation, case style, number, and jurisdiction.

CHMWarnick does not have any disclosures relative to lawsuits, arbitrations or claims raised by or against our firm over the last five (5) years.

C. CONFLICTS OF INTEREST

Describe any conflicts of interest with the Aviation Authority that the Proposer's firm has or may have and how that conflict of interest would be mitigated or provide an affirmative statement that there are none.

CHMWarnick does not have any conflicts of interest with the Aviation Authority.

D. PROOF OF INSURANCE

The submittal shall contain proof of insurability issued by a company currently authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+ and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating for the required insurance(s) listed in Section 3.4 Insurance Requirements.

CHMWarnick maintains all of the necessary insurance levels as outlined in Section 3.4 Insurance Requirements. Proof of insurance is provided on the pages that follow.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2023

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 Optisure Risk Partners LLC 40 Stark Street Manchester NH 03101		CONTACT NAME: certificates@rsins.com PHONE (A/C, No. Ext): 617-284-5280 FAX (A/C, No.): E-MAIL ADDRESS: certificates@rsins.com	
INSURED CHMWarnick, Inc. 548 Cabot Street Beverly MA 01915		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Co LTD INSURER B: QBE Specialty Insurance Company INSURER C: Hartford Fire & Its P&C Affiliates INSURER D: INSURER E: INSURER F:	
		NAIC # 11000 914	

COVERAGES

CERTIFICATE NUMBER: 1291088050

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		08GBATZ2433	10/19/2022	10/19/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		08UECAA3942	10/19/2022	10/19/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ RETENTION \$10,000 ☐ CLAIMS-MADE		08GBATZ2433	10/19/2022	10/19/2023	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	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	08WECCN5904	10/19/2022	10/19/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability		100004441	10/19/2022	10/19/2023	\$5,000,000 Limit Per Claim Limit Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: City of Orlando, Contract

Aviation Authority and the City of Orlando and their members (including, without limitation, members of the Aviation 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 on a primary and non-contributory basis under the Commercial General Liability, Automobile, as required by written contract executed prior to loss.

Waiver of Subrogation applies in favor of Aviation Authority and the City of Orlando on all policies as required by written contract executed prior to the loss and permitted by law.
 See Attached...

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
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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PRODUCER SUNZ Insurance Solutions, LLC (Amplify HR) c/o Amplify HR Management LLC 1 Overlook Point Suite 550 Lincolnshire, IL 60069	CONTACT NAME: Stonehenge Certificates PHONE (A/C, No. Ext.): 561-746-5027 FAX (A/C, No.): E-MAIL ADDRESS: qqb.tequesta.certs@aig.com														
INSURED Amplify HR Management LLC One Overlook Point, Suite 550 Lincolnshire IL 60069	<table border="1"> <tr> <th data-bbox="836 577 1356 609">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1356 577 1464 609">NAIC #</th> </tr> <tr> <td data-bbox="836 609 1356 640">INSURER A : United Wisconsin Insurance Company</td> <td data-bbox="1356 609 1464 640">29157</td> </tr> <tr> <td data-bbox="836 640 1356 672">INSURER B :</td> <td data-bbox="1356 640 1464 672"></td> </tr> <tr> <td data-bbox="836 672 1356 703">INSURER C :</td> <td data-bbox="1356 672 1464 703"></td> </tr> <tr> <td data-bbox="836 703 1356 735">INSURER D :</td> <td data-bbox="1356 703 1464 735"></td> </tr> <tr> <td data-bbox="836 735 1356 766">INSURER E :</td> <td data-bbox="1356 735 1464 766"></td> </tr> <tr> <td data-bbox="836 766 1356 798">INSURER F :</td> <td data-bbox="1356 766 1464 798"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United Wisconsin Insurance Company	29157	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : United Wisconsin Insurance Company	29157														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 74482597

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	ADDITIONAL INSURED	SUBROGATION WAIVED	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 (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS BELOW	Y/N	N/A	WC562-00001-022-SZ	9/1/2022	9/1/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Coverage provided for all leased employees but not subcontractors of: CHM Warnick LLC
 Client Effective: 1/1/2021

CERTIFICATE HOLDER

Greater Orlando Aviation Authority
 Orlando International Airport
 One 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

Rick Leonard

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E. MWBE PARTICIPATION

The Aviation Authority has set a MWBE participation goal of ten percent (10%) for this solicitation, please provide the level of MWBE participation that will be provided, and what services will be performed by the MWBE firm.

CHMWarnick (CHMW) is pleased to have as part of our team, The 26 Co, a leading provider of capital project planning, budgeting and project management services with deep experience in the hospitality sector. The company and its founder, Aaron Anderson, are based out of Tampa, Florida and represents a 100% minority-owned business. CHMW has worked with Aaron on several hotel engagements, leveraging his expertise in capital planning and execution of capital projects. Given the capital-intensive nature of hotels, particularly those operating at airport markets, given high utilization and many stakeholders that typically oversee the broader capital budget for airports, the overlay of Aaron and his team at The 26 Co in tandem with CHMW will provide the greatest support and ensure strategic planning and oversight of capital improvement budgets and projects.

The envisioned scope for The 26 Co will be to support the CHMW team in the area of capital planning and project assessment. The exact role/scope to be further refined upon selection, once we have an opportunity to assess the current capital needs, plan, timeline and any requirements specific to the Aviation Authority reporting, planning and approvals process. Preliminarily, we would expect their involvement to include active participation in the annual capital expenditure budgeting process and support relative to FF&E reserve reconciliation, review and approval of proposed capital improvements/future planned renovations and timeline.

The 26 Co is a 100% minority-owned business and meets the qualifications for certification outlined by GOAA's MWBE Program. An application to complete the certification process has been submitted to the Office of Small Business Development (documentation provided in the Required Forms that follow) and proof of program approval will be provided once received.

While The 26 Co has consulted with the Small Business Development program and meets all stated qualifications, if certification documentation is not available/processed prior to the start of the engagement, CHMW has identified an alternate MWBE partner that we will bring on to ensure compliance with program requirements from day one.

Total contract participation for our MWBE partner will meet the stated goal of 10%.

F. RESPONSE FORMS TO BE TURNED IN TO THE AVIATION AUTHORITY

The Response forms (1 through 6) shall be completed and signed by the Proposer's duly authorized representative. Failure to return the forms with the submittal may cause the Proposal to be deemed as non-responsive.

CHMWarnick has completed all required forms, outlined below, which can be found on the pages that follow.

1. Proposer's Certification Form
2. Addendum Receipt Verification
3. Certification Regarding Prohibition against Contracting with Scrutinized Companies
4. Conflict of Interest Disclosure Form
5. MWBE Form Letter of Intent/Affirmation
6. Current W9