GOAA DATE 9/15/2021
ITEM NO. 1-K
DOCUMENTARY # 101185

AGREEMENT

FOR

CONTINUING VERTICAL CONSTRUCTION SERVICES

Orlando International Airport
Orlando Executive Airport

by and between

THE GREATER ORLANDO AVIATION AUTHORITY
and
RUSH FACILITIES, LLC

AGREEMENT
FOR
CONTINUING VERTICAL CONSTRUCTION SERVICES

THIS AGREEMENT, effective this 1st day of October, 2021, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body existing under and by virtue of the laws of the State of Florida (hereinafter referred to as "Authority"), and **RUSH FACILITIES, LLC** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Authority wishes to employ the services of the Contractor to provide continuing vertical construction services, including, but not limited to, general site construction, design-build, foundation, structural, masonry, electrical, plumbing, mechanical, interior and exterior finishes, painting, roofing, furnishings, and other work normally associated with vertical construction at the Orlando International Airport, the Orlando Executive Airport, and other facilities operated by the Authority; and

WHEREAS, the Authority has given public notice of the services to be rendered pursuant to this Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, this Agreement shall constitute a "continuing contract" as defined under the laws of the State of Florida; and

WHEREAS, the Contractor is qualified, willing and able to perform the services required on the terms and conditions hereinafter set forth.

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

SECTION I
Services to be Provided by the Contractor

The Contractor hereby agrees to perform general vertical construction services, including, but not limited to, general site construction, design-build, foundation, structural, masonry, electrical, plumbing, mechanical, interior and exterior finishes, painting, roofing, furnishings, and other work normally associated with vertical construction at the Orlando International Airport, the Orlando Executive Airport, and other facilities operated by the Authority, to be determined on an as-needed basis. The services to be rendered by the Contractor will be provided on a continuing basis, although the Authority is not obligated to obtain such construction services on a continuing basis from the Contractor.

Services which may be performed under this Agreement are limited to those projects for which the construction costs do not exceed $2,000,000, or such other amount as may be established by the Authority, and for which the Authority elects not to publicly advertise for competitive bids or proposals from all interested firms and individuals. In the event of a valid public emergency, vertical contractors may also be utilized for construction projects for which construction costs exceed $2,000,000.

Projects under $300,000 may be awarded through direct negotiations via a Job Order Construction Service Addendum and will include by reference the standard Contract Documents attached hereto unless the specific award provides otherwise. These standard documents may be amended from time to time.

It is expressly understood that the Authority is not obligated to utilize the services of the Contractor for any particular project at the Orlando International Airport, the Orlando Executive Airport, or any other facility operated by the Authority, and the Authority is entitled to seek competitive bids or proposals through open advertisement for any vertical construction work. Additionally, nothing herein is intended to prohibit the Contractor form submitting bids or proposals on any projects for which the Authority seeks competitive bids or proposals through open advertisement.

SECTION II
Compensation for Services

Compensation for services provided under this Agreement shall be determined and incorporated into an addendum on one of the following bases:

a. Lump Sum Bid or Proposal Amount. A fixed, lump sum bid or proposal amount submitted by the Contractor guaranteeing completion of the project in accordance with the requirements of the bid or proposal documents, or

b. Not-to-Exceed Bid or Proposal Amount. A not-to-exceed bid or proposal amount submitted by the Contractor which may include allowances guaranteeing completion of the project in accordance with the requirements of the bid or proposal documents, or

c. Unit Price Bid or Proposal. A bid or proposal submitted by the Contractor in accordance with the requirements of the bid or proposal documents, with fees to be based upon the unit prices submitted in the bid or proposal and the total amount of labor, materials or services necessary to complete the project.

d. Not-to Exceed On-call Proposal. A not-to exceed on-call proposal submitted by the Contractor in accordance with the requirements of the proposal documents, with fees to be based upon the unit prices submitted in the proposal or the actual cost of labor, materials or services necessary to complete the project.

SECTION III
Notices

All notices required to be given by the Authority to the Contractor hereunder shall be in writing and shall be given either by hand delivery or by United States mail, postage prepaid, addressed to:

Ms. Karyn Barker, Program Manager
RUSH Facilities, LLC
6285 Riverfront Center Blvd.
Titusville, Florida 32780

All notices required to be given to the Authority hereunder shall be in writing and shall be given either by hand delivery to the Director of Construction of the Authority or by United States mail, postage prepaid, addressed to:

Mr. Davin Ruohomaki
Sr. Director of Engineering & Construction
Greater Orlando Aviation Authority
11314 Terminal C Service Road
Orlando, FL 32824

Either party may change its address for purposes of this paragraph by written notice to the other party given in accordance with the requirements of this paragraph.

SECTION IV
Term

The term of this Agreement shall be for a period of three (3) years from the date first written above. The Authority, with the mutual agreement of the Contractor, may elect to renew this Agreement for two (2) additional one (1) year periods. The Contractor shall perform all services authorized during any renewal period in accordance with the terms and conditions set forth herein.

SECTION V
Material Interest

Unless otherwise declared hereto, the Contractor warrants to the Authority that no member, officer or employee of the Owner has any material interest (as defined in Florida Statutes Section 112.312(1)), either directly or indirectly, in the business of the Contractor to be conducted under the Contract, that for contracts being funded in whole or in part by the Florida Department of Transportation, no person who has within the past year been a member, officer or employee of the Authority has any material interest, either directly or indirectly, in the business of the Contractor to be conducted under the Contract, and that no such persons shall have any such interest at any time during the term hereof.

SECTION VI
Public Entity Crimes Acknowledgement

Contractor acknowledges the following notice: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount set forth in Florida Statutes s.287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

SECTION VII
Performance and Payment Bonds

A Performance Bond and a Payment Bond in Authority's format for the total Contract Price, as required by Florida Statutes for the following purposes: a) to guarantee faithful performance of the requirements of the Contract Documents, including all applicable warranties; and b) to guarantee the payment of all labor, materials, or supplies used directly or indirectly in the prosecution of the Work provided for in the Contract. Attorneys-in-fact who sign Performance Bonds and Payment Bonds, must file with such Bonds a certified copy of their power-of-attorney to sign the bonds. All bonds must be countersigned by a licensed Florida agent of the Surety.

The Penal Sum of the Performance Bond and the Payment Bond shall be increased or decreased during the course of the Work in the event that modifications, change orders or addenda increase or decrease the total Contract Price so that the Penal Sum of each bond shall be in an amount equal to the completed Contract Price at the completion of the Work.

The Bonds shall be exactly in the forms contained in the Contract Documents, and written through a licensed Florida agency on behalf of a surety company licensed to do business in the State of Florida, meeting the following requirements:

a. Qualification - Management and Strength: For Contracts in which the Contract Sum exceeds $100,000, the Surety must be rated no less than "A-" as to management and no less than "VIII" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Post Office Box 1107, Summit, New Jersey 07901.

b. Bonding Limit - Any One Risk: The bonding limit of the Sureties shall not exceed five percent (5%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.

SECTION VIII
Insurance Requirements

Contractor shall purchase and maintain in force during the term of this Contract, at its own cost and expense, insurance with the following minimum limits. Deductibles may be allowed, provided the insurer is required to pay claims from first dollar at 100% of value without a requirement that the insured party pay its deductible prior to that time. Contractor shall furnish documentation of the below insurance limits on a form acceptable to the Authority along with a copy of the additional insured endorsement. The Authority's Statement of Agent or Broker shall accompany each Certificate of Insurance.

Type of Policy	Limits
Commercial and Contractual General Liability: Maximum Deductible/ Self-insured Retention:	$5,000,000 $100,000
Automobile Liability: Maximum Deductible/ Self-insured Retention:	$5,000,000 $100,000
Workers Compensation and Employers' Liability	Statutory Limit $500,000 each accident $500,000 disease-policy limit $500,000 disease-each employee

SECTION IX

Termination

The Authority may terminate this Agreement in whole or in part at any time for its convenience, and in its sole discretion, by giving the Contractor seven (7) days written notice. The Authority shall have the right, in that event, to take over any or all of the Contractor's material, supplies, equipment, or Subcontractors in order to complete any ongoing work and the Contractor shall assign to the Authority such material, supplies, equipment, or Subcontracts/purchase orders. The Contractor shall proceed to complete any part of any ongoing work, as directed by the Authority, and shall attempt to settle all Subcontract or Supplier claims and obligations under the Contract with the Authority. The Contractor shall be compensated by the Authority for the Contractor's reasonable costs actually expended and profit earned on work that has been fully completed and accepted by the Authority. There is no entitlement to anticipatory profits, unless agreed to by the Authority as part of a final Contract Modification that fully resolves all outstanding issues on the Project. The Contractor shall substantiate its request for payment as requested by the Authority.

The Authority may also terminate the Agreement for cause if it determines that the Contractor has:

1) failed to perform work in accordance with the contract documents; failed to provide a sufficient number of adequately skilled workers or supervisory staff who actively staff the job and prosecute work, or failed to have available at the site proper equipment or materials to assure completion of work in accordance with the terms of the contract documents,

2) performed work unsuitably or neglected or refused to remove materials or to perform anew such work as may be rejected as unacceptable or unsuitable,

3) failed to commence work, maintain adequate progress towards completion of the work or discontinue the prosecution of the work,

4) failed to carry out the requirements of the Authority's MWBE, LDB or DBE Participation Program,

5) allowed any final judgment against it to remain unsatisfied for a period of thirty (30) days,

6) made an assignment for the benefit of creditors,

7) failed to make timely payments to any Subcontractor or Supplier without good cause,

8) consented to the appointment of a receiver, trustee or liquidator of all or substantially all of the property of Contractor,

9) been the subject of any order or decree of any court or governmental authority or agency having jurisdiction, appointing a receiver, trustee or liquidator to take possession or control of all or substantially all of the Contractor's property for the benefit of creditors,

10) failed to maintain acceptable bonds, including, if at any time the Surety executing any bond is determined by the Authority to be unacceptable and the Contractor fails to furnish an acceptable substitute Surety within ten (10) business days after notice from

the Authority. This ten (10) day notice and cure period is in lieu of the seven (7) day period set for the in the following paragraph,

11) otherwise breached a material term of this Agreement.

When any of the above reasons exists, the authority may without prejudice to any other rights or remedies of the Authority and after giving the Contractor and the Contractor's Surety seven (7) days written notice and provided that the Contractor, within such seven (7) day period, has not commenced in good faith to cure such cause or breach to the satisfaction of the Authority (or if having commenced such cure, is not proceeding diligently to complete such cure to the satisfaction of the Authority), terminate this Contract, in whole or in part, and may, subject to any prior rights of the Surety, finish work by whatever reasonable method the Authority may deem necessary, including taking possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.

SECTION X
DBE/MWBE/LDB/VBE Requirements

The Authority has adopted a Non-Federally Funded Minority and Women Business Enterprise ("MWBE") Participation Program which is attached hereto as Exhibit "B." It is the policy of the Authority that MWBE firms shall have the maximum opportunity to participate in the performance of this Agreement and the Authority has established a MWBE Participation Goal of 2.5% for projects under this Agreement.

The Authority has adopted a Local Developing Business ("LDB") Policy which is attached hereto as Exhibit "C." The policy requires Bidders to ensure that LDB firms have an opportunity to participate in the performance of this Agreement and the Authority has established an LDB Participation Goal of 2.5% for projects under this Agreement.

The Authority has adopted a "Disadvantaged Business Enterprise Participation Program" for projects funded by the Florida Department of Transportation and which is attached hereto as Exhibit "E." It is the policy of the Authority that DBE firms shall have the maximum opportunity to participate in the performance of this Agreement and the Authority has established a DBE Participation Goal of 20% for projects under this Agreement. This goal may be amended during the term of this Agreement.

The Authority has adopted a Non-Federally Funded Veteran Business Enterprise ("VBE") Policy which is attached hereto as Exhibit "E." It is the policy of the Authority that VBE firms shall have equitable opportunity to participate in the performance of this Agreement. No percentage goal has been set for projects under this agreement.

SECTION XI
E-Verify Requirements

The Contractor hereby certifies it will utilize the U.S. Department of Homeland Security's Employment Eligibility Verification System, in accordance with the terms governing the use of the system, to confirm the employment eligibility of persons employed by the Contractor, during the term of the Contract, to perform employment duties within Florida. The Contractor specifically represents that it will not discontinue use of the System until every Contract with the Authority has reached Final Completion and all contractual obligations have been fulfilled. The Contractor further certifies that it will include this provision in each Subcontract that involves work for the Authority.

SECTION XII
Scrutinized Company Certification

The Contractor hereby certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Florida Statutes §287.135.

SECTION XIII
Public Records

When the Contractor receives any request to inspect or copy any records that relate to this Contract, it shall promptly provide the Owner with a copy of the request. The Owner will respond to each such request on behalf of itself and the Contractor and the Contractor agrees to fully cooperate with the Owner with regard to all records requests and comply with all decisions made by the Owner regarding the production/disclosure. The Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the services being performed by the Contractor.
2. Upon request from the Owner's custodian of public records, provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, as amended, or as otherwise provided by law.
3. Except as authorized by law, ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed for the duration of the Contract term as well as following completion or termination of the Contract if the Contractor does not transfer the records to the Owner.
4. Upon completion or termination of the Contract, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain the public records required by the Owner and the law to perform the service. If the Contractor transfers all public records to the Owner upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner in a format that is compatible with the information technology systems of the Owner.
5. Failure to grant such public access or otherwise comply with the Owner's request for records will be grounds for immediate termination of this Contract by the Owner. In the event of such failure, the Owner shall also enforce the Contract provisions in accordance with this Contract.
6. Failure to provide the public records to the Owner within a reasonable time may also subject the Contractor to penalties under section 119.10, Florida Statutes.
7. If a civil action is filed against Contractor to compel production of public records relating to this Contract, Contractor will be solely responsible and liable for its attorney's fees and any resulting damages.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, WHO CAN BE REACHED AT: (407) 825-2032 (PHONE); PUBLICRECORDS@GOAA.ORG (EMAIL); AND "GREATER ORLANDO AVIATION AUTHORITY, PUBLIC RECORDS" ONE JEFF FUQUA BOULEVARD, ORLANDO, FLORIDA 32827.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have caused this Agreement to be executed and their corporate seals to be affixed hereto, effective as of the day and year first above written.

GREATER ORLANDO AVIATION AUTHORITY

By: _____

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

Approved as to Form and Legality (for the benefit of GOAA only)

this 28 day of Sept, 2021

By: _____

NELSON MULLINS BROAD AND CASSEL
Legal Counsel
Greater Orlando Aviation Authority

RUSH FACILITIES, LLC

By: _____

Printed Name: Robert "Bob" Dillow

Title: PRESIDENT, RUSH FACILITIES

Exhibit "A" – Advertisement and Submission Requirements

Exhibit "B" – MWBE Policy

Exhibit "C" – LDB Policy

Exhibit "D" – DBE Policy

Exhibit "E" – VBE Policy

Exhibit "F" - Current Division 0, Division 1 and Specifications

Exhibit "G" - Insurance Certificate

EXHIBIT "A"

Advertisement and Submission Requirements

GREATER ORLANDO AVIATION AUTHORITY
NOTICE OF CONTINUING VERTICAL CONSTRUCTION SERVICES (W426)
ORLANDO INTERNATIONAL AND EXECUTIVE AIRPORTS

Pursuant to 2 CFR Part 200, Section 255.103, Florida Statutes, and the policies and procedures of the Greater Orlando Aviation Authority (the "Authority"), notice is hereby given that Letters of Interest are invited from contracting firms and individuals ("Proposers") to render **Continuing Vertical Construction Services** (the "Services") under continuing contracts for vertical construction projects ("Continuing Contracts") to the Authority at the Orlando International Airport, Orlando Executive Airport and other facilities operated by the Authority (the "Airport").

The scope of work to be performed under these Continuing Vertical Construction Contracts includes, but is not limited to, general site construction, design-build, foundation, structural, masonry, electrical, plumbing, mechanical, interior and exterior finishes, painting, roofing, furnishings, and other work normally associated with vertical construction. The Continuing Contracts to be entered into between the Authority and the successful Proposers will be non-exclusive, and the Authority shall have the right to award any portion of the Work covered by this Advertisement to one or more firms and/or individuals.

A Pre-Submittal Conference will be held **at June 01, 2021 at 1:00 PM, in Conference Room Alpha / Bravo, Greater Orlando Aviation Authority, Orlando International Airport, 11344 Terminal C Service Road, Orlando, FL 32824.** The Services Scope, the Submission Requirements, the Minority and Women Business Enterprise (MWBE) Participation, Local Developing Business/Veteran Business Enterprise (LDB/VBE) Participation and Disadvantage Business Enterprise (DBE) Participation Program for the Letters of Interest and questions regarding the Services will be reviewed at the Pre-Submittal Conference. The Advertisement, Submission Requirements, Responses to inquiries and Pre-Submittal Conference minutes, will be made available under Construction Opportunities on the Authority's website at:

http://www.orlandoairports.net/airport-business/#business-opportunities

The services referenced in this Advertisement are subject to approval by the Authority prior to any work or services being performed.

GREATER ORLANDO AVIATION AUTHORITY

By: M. Carson Good
Aviation Authority Chairman

GREATER ORLANDO AVIATION AUTHORITY
NOTICE OF CONTINUING VERTICAL CONSTRUCTION SERVICES
ORLANDO INTERNATIONAL AND EXECUTIVE AIRPORTS

SUBMISSION REQUIREMENTS

For scope of services and information regarding the Pre-Submittal Conference, refer to the Advertisement for subject services, which is available under Construction Opportunities on the Authority's website at:

http://www.orlandoairports.net/airport-business/#business-opportunities

It is the intention of the Authority to use Continuing Contracts for vertical construction services on projects for which the contract amount does not exceed $2,000,000.00, in accordance with the Authority's policies. When vertical construction services are required, the Authority will either solicit bids from the Authority's continuing vertical contractors or enter into direct negotiations for such projects. The scope of work and request for bids or proposals will be defined for each project. The selected firm or individual will be entitled to competitively bid on all other construction work publicly advertised by the Authority.

Written inquiries shall be directed to **Mike Patterson, Director of Construction, Greater Orlando Aviation Authority, Orlando International Airport, via Email at** W426@goaa.org. Questions received after close of business on June 11, 2021, will not be answered.

Interested Proposers are requested to submit one (1) original and seven (7) printed copies along with one (1) electronic PDF version* on a USB portable storage device (flash drive, thumb drive, etc.) of a Letter of Interest **up to 2:00 p.m. local time on June 24, 2021, to the Project Controls Office, Greater Orlando Aviation Authority, 11312 Terminal C Service Road, Bldg. 16, Orlando, FL 32824.** Any Letters of Interest received after the time and date stated above will not be considered and will be returned unopened. Letters of Interest shall be submitted in sealed packages clearly labeled, **"Letter of Interest for Continuing Vertical Contractor Services (W426)".**

Labeling information provided in documents as "proprietary" or "confidential" or any other designation of restricted use **shall not** protect information from release if required or deemed appropriate by the Authority under applicable policies, opening meeting laws, or public records laws, see Chapters 119 and 286, Florida Statutes.

***PDF submission requirements:** All documents shall be PDF/A compliant. PDF/A compliant documents have embedded fonts and do not reference external files. Layers shall not be preserved from CADD drawings. Scanned documents shall be created as PDF/A compliant, made text searchable and have a minimum resolution of 300 dpi. Submittals in PDF format shall have navigational bookmarks inserted in lieu of any tabs required in the hard copy. The entire submittal shall not exceed a single USB portable storage device. In cases where there are discrepancies between the PDF and hard copy, the hard copy shall take precedence.

LETTER OF INTEREST REQUIREMENTS

Letters of Interest in print form shall include the following: one (1) volume, addressing each numbered subsection in the order requested, indexed and clearly identified. The information submitted shall not exceed 25 one-sided 8 1/2"x11" pages in Arial font with no smaller than 12 pitch font. **Letters of Interest that are not in compliance with the requirements may be downgraded accordingly.**

1. **Proposing Entity Structure** - Proposer's Statement of the following:

   a) The name and address of the legal entity that will contract with the Authority if awarded the Agreement for the Services.

   b) Name, address, Email address and telephone/fax numbers of one (1) individual to whom all future correspondence and/or communications will be directed.

   c) A statement declaring the type of business relationship the Proposer will use (i.e., a single company, joint venture or other form of business relationship to perform the services for the Projects). If the Proposer is a joint venture or partnership, the Qualifying Experience in Section 4 may be satisfied by the Joint Venture, Partnership entity, or any member entity thereof. Please state whether the entity is currently in existence, is being formed specifically for this project, or whether it will be formed upon award. If it is formed specifically for this project or will be formed upon award, please provide a copy of the Joint Venture or Partnership Agreement. Important for Joint Ventures or Partnerships:

      i. the Joint Venture or partnership must hold, in the name of the Joint Venture or partnership, the professional license as set forth in Section 7 below, and

      ii. the Joint Venture or partnership must be the proposed policyholder of the insurance required in Section 5 below.

2. **MWBE/LDB/VBE/DBE Requirements** - All Proposers for non-federal and non-State of Florida funded projects are hereby notified that they must comply with: 1) the Minority and Women Business Enterprise ("MWBE") program requirement as defined in the Authority's MWBE Policy, 2) the Local Developing Business/Veteran Business Enterpise ("LDB/VBE") program requirement as defined in the Authority's LDB/VBE Policy. All Proposers for federal and State of Florida funded projects are hereby notified that they must comply with the Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26, as referenced in the Authority's DBE Participation Program. **The Policies for the MWBE, LDB/VBE and DBE Programs are available on the Authority's web site: http://www.orlandoairports.net/small_business**

   The Proposer shall prepare a written action plan that demonstrates the Proposer's understanding of the MWBE, LDB/VBE and DBE participation programs and how the Proposer will achieve the participation goals for these type of Services.

The Authority will establish MWBE, LDB/VBE or DBE Participation Goals of for each Bid and/or Negotiated project or scope.

Questions concerning the MWBE, LDB/VBE and DBE programs can be addressed to the Aviation Authority's Office of Small Business Development, Attn. Mr. George Morning, Director, Greater Orlando Aviation Authority, Orlando International Airport, 5850-B Cargo Road, Orlando, FL 32827; Phone: (407) 825-7130, Email: george.morning@goaa.org. Proposers shall be solely responsible for confirming MWBE and LDB/VBE and DBE subcontractors' experience, capacity, certification and any other information related to the Project.

3. **Executive Brief** - Outline of the key personnel the Proposer intends to use in performing the required Services under the proposed Agreement, including:

   a) A detailed narrative role description for key personnel proposed for these Services.

   b) Resumes for key personnel showing the experience on comparable services or other relevant experience.

4. **Qualifying Experience** - A Project Experience Summary detailing current and past projects. Projects shall be of a similar nature and completed during the past five (5) years. Include the following:

   a) The estimated construction value for each project.

   b) Specify the key Proposer personnel's name, title, and description of his/her role on the listed projects.

   c) Project completion date.

   d) For each project, provide the name, title, address, Email address and phone/fax numbers for a reference contact person of the Proposer's client, preferably the owner of the facility, who is familiar with the Proposer's role on that project. Reference checks will be conducted on those projects and may be conducted on other projects.

5. **Insurance Requirements** – Include evidence of the Proposer's ability to provide the following insurance coverage, either by means of an existing policy, or other verifiable proof (Agent/Broker commitment letter):

   a) Commercial General Liability (CGL) – Minimum of $5,000,000 per occurrence and annual aggregate with maximum deductible or self-insured retention in an amount not exceeding $100,000. The Policy shall include Completed Operations Coverage for five (5) years following completion of the Project, with no ISO Form 2294 Rider or other subcontractor error exclusion. Any deductible

or self-insurance retention should be indicated on the Proposer's certificate of insurance.

b) Automobile Liability – Minimum $5,000,000 per occurrence with maximum deductible or self-insured retention in an amount not exceeding $100,000. Any deductible or self-insurance retention should be indicated on the Proposer's certificate of insurance.

c) Worker's Compensation - (statutory limit)
Employer's Liability: $500,000 - each accident
$500,000 disease - policy limit
$500,000 disease - each employee

Policy terms must be acceptable to the Authority and must comply with the Authority's requirements for insurance.

6. **Bonding Capacity** - Provide an acknowledgement by the Proposer's Surety of the Proposer's ability to provide 100% Performance and Payment Bonds for a minimum of two million dollars ($2,000,000) for a single project together with evidence for maximum single project bonding capacity and Proposer's aggregate bonding capacity. The Surety must be rated no less than "A-" as to management and no less than "VIII" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Post Office Box 1107, Summit, New Jersey 07901. Information shall be provided by the Surety on behalf of the Proposer.

7. **Licensure** - Proposers must be licensed in accordance with Florida State law and shall be familiar with all applicable federal, State of Florida, Orange County, Florida, and City of Orlando codes, regulations and laws. Include the following:

a) Copies of current, active General Contractor's license(s) issued by the State of Florida for the Proposer.

b) Copy of the Florida Secretary of State Certification.

8. **Additional Information** - Any additional information, which may be requested by the Authority at the Pre-Submittal Conference.

EVALUATION AND AWARD CRITERIA

Following submission, the Authority's Professional Services Committee (PSC) will review the Letters of Interest to determine a short list of Proposers that are deemed the most qualified, based on the qualification, availability, and past work of the Proposer(s), to perform the required Services. Among the factors that will be considered in selecting the Proposers who will be short listed are their qualifications, prior experience on similar Services, their past performance with the Authority (if applicable), their past performance with other entities, level and quality of small business participation, and the responses to the inquiries set forth above. The Authority reserves the right to solicit from available sources relevant information

concerning a Proposer's past performance and may consider such information in its selection of short listed Proposers.

Short listed Proposers shall be scheduled for an interview, presentation or both. Following short listing, and interviews or presentations, the Authority shall make a final ranking and select in order of preference, based on the above information, weighing of CCNA (Consultants' Competitive Negotiation Act) factors, and interview results, in order to select for award the most highly qualified Proposer(s) to perform the requested Services.

The Authority intends, but is not obligated, to enter into Continuing Contracts, as defined under Florida law and the Policies and Procedures of the Authority, with at least three (3) contractors for construction work, with the extent and scope of work to be performed under these contracts to be determined by the Authority on an as needed basis. The term of these Continuing Contracts shall be for a period of three years with optional renewal periods of two additional one-year terms, to be exercised at the discretion of the Authority and accepted by both parties.

The Authority reserves the right to waive any informality in the Letters of Interest, to reject any and all Letters of Interest, to re-advertise for Letters of Interest or to elect not to proceed with the Services for any reason. 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. In accordance with Florida Statute 287.055 (10), the Authority declares that all or any portion of the documents and work papers prepared and submitted pursuant to this invitation shall be subject to re-use by the Authority.

ADDITIONAL INFORMATION

Proposer's personnel will be required to meet the Greater Orlando Aviation Authority's (Authority) requirements for security background checks. All personnel requiring unescorted access to a secure or sterile area of the airport must undergo a Criminal History Records Check (CHRC) and are subject to the requirements of Title 49 of the Code for Federal Regulations Part 1542 or 1544 and the Airport Security Improvement Act of 2000.

Proposers are hereby advised that individuals, who conduct lobbying activities with Aviation Authority employees or Board members, must register with the Aviation Authority each year prior to conducting any lobbying activities. A statement of expenditures incurred in connection with those lobbying instances should also be filed prior to April 1st of each year for the preceding year. As of January 16, 2013, lobbying any Aviation Authority Staff, who are members of any committee responsible for ranking Proposals, Letters of Interest, Statements of Qualifications or Bids and thereafter forwarding those recommendations to the Board and/or Board Members, is prohibited from the time that a Request for Proposals, Request for Letters of Interests, Request for Qualifications or Request for Bids is released to the time that the Aviation Authority Board makes an award. As adopted by the Aviation Authority Board on September 19, 2012, lobbyists are now required to sign-in at the Aviation Authority offices prior to any meetings with Staff or Board members. In the event a lobbyist meets with or otherwise communicates with Staff or a Aviation Authority Board member at a location other than the Aviation Authority offices, the lobbyist shall file a Notice of Lobbying (Form 4) detailing each instance of lobbying to the Director of Board Services within seven

(7) calendar days of such lobbying. The policy, forms, and instructions are available in the Aviation Authority's offices and the website.

Pursuant to Section 287.133(2)(a), Florida Statutes, interested Proposers who have been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide services for a public entity, may not be awarded a consultant contract and may not transact business with a public entity for services in excess of the threshold amount set forth in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

SCRUTINIZED COMPANY CERTIFICATIONS: By submitting a Letter of Interest, Statement of Qualifications or Bid, the Proposer certifies that: (a) (applicable to all agreements, regardless of value), it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel, as defined in Florida Statutes § 287.135, as amended; and, (b) (applicable to agreements that may be $1,000,000 or more), it is: (i) not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Florida Statutes § 287.135; and, (ii) not engaged in business operations in Cuba or Syria, as defined in Florida Statutes § 287.135, as amended.

Authority Contracts require Contractors/Consultants to comply with the requirements of E-Verify. Contractor/consultants will be required to utilize the U.S. Department of Homeland Security's Employment Eligibility Verification System (e-verify), in accordance with the terms governing the use of the system, to confirm the employment eligibility of persons employed by the Contractor/Consultant, during the term of the Contract, to perform employment duties within Florida. Prime Contractors/Consultants are required to include an express provision in its Subconsultant/Subcontractor Agreements requiring the Subconsultants/Subcontractor to do the same.

GREATER ORLANDO AVIATION AUTHORITY

By: M. Carson Good
Aviation Authority Chairman

EXHIBIT "B"

MWBE Policy

TABLE OF CONTENTS

POLICY STATEMENT 3
DEFINITIONS 4
ESTABLISHMENT OF GOALS 5
DESIGNATION OF A PROGRAM DIRECTOR FOR MWBE PROGRAMS 5
PROCEDURES TO ENSURE THAT MWBEs HAVE EQUITABLE OPPORTUNITY TO COMPETE FOR CONTRACTS AND SUBCONTRACTS 6
PROCEDURES TO ASCERTAIN THE ELIGIBILITY OF MWBEs AND JOINT VENTURES 6
Certification 6
PERCENTAGE GOALS FOR DOLLAR VALUE OF MWBE PARTICIPATION 7
MWBE PARTICIPATION; GOOD FAITH EFFORTS 8
EVALUATION OF GOOD FAITH EFFORTS 9
COUNTING MWBE PARTICIATION TOWARD MEETING MWBE GOALS 10
CALCULATING PERCENTAGE OF PARTICIPATION 10
APPEALS 10
PERIODIC REVIEW OF GOALS 10
APPROVAL AND UPDATE HISTORY 10
Last Approved 10
Supersedes 10

POLICY STATEMENT

The Greater Orlando Aviation Authority, (the "Aviation Authority") along with other local governmental bodies, commissioned a disparity study to determine and quantify the possible existence, and adverse effects, of past discrimination in local government contracting against minorities and other socially and economically disadvantaged individuals. The Aviation Authority is enacting this Policy in order to clarify its policy and procedures for establishing and meeting MWBE participation goals for the Aviation Authority's (a) non-federally funded Contracts for construction, (b) procurement of Goods and Services, and (c) Professional Services.

In establishing the MWBE participation goals hereunder, the Aviation Authority intends to take reasonable affirmative steps toward remedying the adverse economic effects of actual past discrimination against certain disadvantaged groups and individuals.

Therefore, it is the policy of the Aviation Authority that business concerns owned and controlled by socially and economically disadvantaged individuals, referred to by the Aviation Authority as Minority and Women Business Enterprises (MWBEs), shall have the maximum opportunity to participate in the performance of contracts lending themselves to MWBE participation. In addition, all entities performing work for the Aviation Authority under its MWBE Policy shall take all necessary and reasonable steps to ensure that MWBEs have the maximum opportunity to participate in the performance of contracts without discrimination on the basis of race, color, national origin or sex.

The Aviation Authority will use reasonable efforts to award contracts to MWBE contractors, professional consultants, and vendors for all goods and services in order to carry out this Policy. To ensure that MWBEs are informed of current procurement needs and future plans, the Aviation Authority will utilize local newspapers, including minority newspapers, newsletters, and direct contact with minority entrepreneurs to advertise and market GOAA's on-going efforts to achieve the MWBE goals.

The Aviation Authority will provide special assistance, when requested, to minority and women business enterprises by providing instruction about the Aviation Authority's bid and proposal specifications, procurement policies and general bidding requirements.

The Office of Small Business Development is assigned responsibility for continuing the development of a MWBE program subject to Aviation Authority review and concurrence that includes goals, objectives, initiatives and timetables for achieving positive results.

The Aviation Authority will encourage participation by MWBEs to the fullest extent possible, and intends to fully enforce all requirements in this

MWBE Policy. Therefore, firms seeking contracts with the Aviation Authority are advised to become familiar with the Aviation Authority's MWBE Policy requirements. Copies of this MWBE Policy can be obtained from the Aviation Authority's Office of Small Business Development.

All requests for information or assistance should be directed to:

Greater Orlando Aviation Authority
Office of Small Business Development
Minority and Women Business Enterprise Program
5850 B Cargo Road
Orlando, Florida 32827-4399
dbe@goaa.org

DEFINITIONS

As used in this MWBE Policy, the following terms shall be defined as follows:

(A) **"Contract"** means: Any agreement with the Aviation Authority for construction or for the purchase, lease or disposal of supplies or other Goods, or maintenance, installation or other Services, including Professional Services, but not including leases of real property, space use permits, employee benefits, taxes, judgments, agreements for travel, dues, pensions, utilities, subscriptions, auto allowances, debt service requirements, artistic works, or postage.

(B) **"Disadvantaged Business Enterprise"** or **"DBE"** as defined by the U.S. Department of Transportation (USDOT), 49 CFR Part 26 and the Aviation Authority's DBE Policy means: a for-profit small business concern:

(1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged individuals or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(C) **"Executive Director"** means: The Executive Director of the Aviation Authority or the person or persons designated by the Executive Director to act on his behalf with respect to issues delegated to the Executive Director's authority in this Policy.

(D) **"Goods"** means: Any supply, material, equipment, product, article or thing that is purchased by the Aviation Authority in the accomplishment of its responsibilities.

(E) **"Local Developing-Business"** or **"LDB"** as defined by the Aviation Authority's LDB Policy means: An active operating business that is domiciled in the Orlando Standard Metropolitan Statistical Area and that meets the Revenue Limitations or Gross Profit Limitation, as defined by the Aviation Authority's LDB Policy, and that is owned and controlled by one or more individuals whose personal net worth does not exceed the Net Worth Limitation, as defined by the Aviation Authority's LDB Policy.

(F) **"Minority and Women Business Enterprise"** or **"MWBE"** means: A business concern that is owned and controlled by one or more socially and economically disadvantaged individuals, as defined herein.

(G) **"Ownership and control" means:**

1. At least 51% owned by one or more socially and economically disadvantaged individuals, or, in the case of a publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

2. Whose management and daily business operations are controlled by one or more such individuals.

(H) **"Professional Services"** means: Services rendered by an independent contracting individual or firm having experience in a particular industry or subject matter due to specialized education, training, licensure or skill, of advice, reports, conclusions, recommendations or other outputs resulting from the time and effort of the service provider, as opposed to the acquisition of specific commodities or of services not requiring any specialized education, licensing, training, or skill.

(I) **"Services"** means: The furnishing of labor, time, expertise or effort, but does not include the rendition of Professional Services, employment or collective bargaining agreements, or the providing of a tangible end product.

(J) **"Socially and economically disadvantaged individual"** means: Persons who are citizens or lawful permanent residents of the United States and who are African Americans (persons having origins in any of the Black racial groups of Africa); Hispanic Americans (persons having origin in any of the following groups: Mexican, Puerto Rican, Cuban, Central or South American, regardless of race); Asian-Pacific Americans

(persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); Native Americans (persons having origins in any of the original peoples of that part of North America that has become the United States); women, or such other individuals who are able to establish by a preponderance of the evidence that they are socially and economically disadvantaged.

(K) "Unified Certification Program" means: A certification program approved by the United States Secretary of Transportation pursuant to Title 49, Subtitle A, Part 26, Subpart E, Section 26.81, Code of Federal Regulations.

ESTABLISHMENT OF GOALS

In order to comply with the disparity study results and findings, the Aviation Authority has set percentage goals for the dollar value of work to be awarded to certain Minority and Women Business Enterprises. In addition to the annual overall MWBE program goals established by the Aviation Authority, the Executive Director may set contract goals for individual projects, for which there are known available MWBEs with capabilities consistent with the requirements of a specific contract. The Aviation Authority's overall goals will be reviewed at least annually.

DESIGNATION OF A PROGRAM DIRECTOR FOR MWBE PROGRAMS

The Aviation Authority has designated the Director of Small Business Development as the Small Business Liaison Officer.

The Small Business Liaison Officer will be responsible for managing the Aviation Authority's MWBE Policy. The Small Business Liaison Officer will conduct periodic surveys to determine whether the Aviation Authority's MWBE Policy is achieving its objectives. Reports of surveys will be the basis for appropriate action to correct deficiencies. Where action is prescribed, the Small Business Liaison Officer will make appropriate recommendations to the Executive Director.

The Small Business Liaison Officer will also be responsible for:

1. Disseminating the Aviation Authority's MWBE Policy by notifying and discussing this Policy with all firms who seek to be awarded contracts by the Aviation Authority;

2. Providing information to MWBEs on the Aviation Authority's contractual needs and future plans;

3. Providing assistance in resolving major procurement and contracting issues affecting MWBEs;

4. Scheduling seminars to acquaint MWBEs with information on Aviation Authority bid specifications, procurement policies, and general bidding requirements;

5. Providing bid specifications and plans to MWBE contractor associations;

6. Evaluating the effectiveness of the MWBE program;

7. Ensuring that only MWBEs benefit from the MWBE program;

8. Ensuring that the MWBE Directories utilized by the Aviation Authority accurately reflect MWBEs available to compete for contracts;

9. Assisting in monitoring contractors' and subcontractors' compliance with MWBE commitments throughout the performance period of contracts;

10. Attending Pre-Bid, Pre-Proposal and Pre-Construction Conferences to explain MWBE requirements and respond to questions;

11. Assisting in monitoring mentoring relationships;

12. Participating on Bid and Proposal Review Panels; and

13. Performing related duties, as assigned.

PROCEDURES TO ENSURE THAT MWBEs HAVE AN EQUITABLE OPPORTUNITY TO COMPETE FOR CONTRACTS AND SUBCONTRACTS

In order to ensure that MWBEs have an equitable opportunity to compete for contracts and subcontracts, the Aviation Authority will take affirmative steps to facilitate involvement of minority and women owned firms. These steps may include:

1. Notification to MWBE community organizations that Aviation Authority contracting and subcontracting opportunities are available;

2. Providing plans and specifications to MWBE contractor organizations at reduced cost;

3. Participating in Pre-Bid/Pre-Proposal conferences to provide firms with an opportunity to ask questions about MWBE requirements; MWBE firms will be encouraged to attend these conferences;

4. Upon request, providing the MWBE community with lists of firms bidding as prime contractors;

5. Specific and continuing recruitment efforts directed at MWBE contractor organizations, MWBE recruitment organizations and MWBE business assistance organizations;

6. Identifying as many trade items as prudently possible into small contractual work elements which will enable small firms to compete effectively;

7. Reimbursing contractors for bulk purchases of materials and equipment (which have been properly received and satisfactorily stored) in the next succeeding monthly or semi-monthly payment; and

8. Assisting bidders/proposers in efforts to obtain the names and addresses of MWBE firms that may be utilized as subcontractors.

PROCEDURES TO ASCERTAIN THE ELIGIBILITY OF MWBEs AND JOINT VENTURES

The Aviation Authority is concerned about infiltration of MWBE programs by firms alleging to be owned and controlled by socially and economically disadvantaged individuals, when in fact, they are not. In order to ensure that only bona fide MWBEs, and joint ventures involving MWBEs, benefit from the Aviation Authority's program, certain information must be provided to the Aviation Authority prior to bid submittal date, and updated upon request during contract performance. This information will be used to certify the eligibility of MWBEs who are named by the apparent successful bidder/proposer, and joint ventures involving MWBEs who are the apparent successful bidders/proposers.

The Aviation Authority's Small Business Liaison Officer will determine prior to the award of each non-federally funded contract which is subject to the procedures set forth in this Policy, whether each firm claiming MWBE status for a bid, proposal, or quotation submitted to the Aviation Authority is certified as an MWBE and therefore eligible for award. Firms who enter into contracts with the Aviation Authority should note that the Aviation Authority reserves the right to approve all substitutions of subcontractors before and during contract performance.

Certification

Firms seeking certification of eligibility as an MWBE may submit a completed application to the Aviation Authority's Office of Small Business Development. Certification of eligibility should be completed prior to submission of a bid, proposal, or quotation that includes participation of the firm seeking eligibility Additionally, the Aviation Authority's Small Business Liaison Officer will accept an unexpired MWBE certification issued by the Aviation Authority, the City of Orlando, Orange County, and the State of Florida Office of Supplier Diversity, provided that the MWBE firm certifies to the Aviation Authority that since the date of its MWBE certification it has not experienced a change which would affect the firm's eligibility as a MWBE. If a firm has been certified by one of the agencies listed above,

the Aviation Authority may at its discretion require additional documentation in order to verify the firm's eligibility for certification.

A denial of MWBE certification by the Aviation Authority's Small Business Liaison Officer shall be communicated in writing, via certified mail, to the firm being denied certification.

Any firm which believes that it has been wrongfully denied certification as an MWBE or joint venture involving MWBEs, may file an appeal in accordance with the "Appeals" Section of this Policy.

PERCENTAGE GOALS FOR DOLLAR VALUE OF MWBE PARTICIPATION

By adoption of this Policy, the Aviation Authority will set overall percentage goals for the dollar value of work to be awarded to MWBEs. In setting overall program goals, the Aviation Authority considered the availability of MWBEs in the relevant market, the capacity of MWBE firms to complete the job, the past results of efforts to contract with MWBEs, and MWBE firms that indicated they were ready, willing and able to perform work on GOAA projects. These goals may be amended from time to time, as provided in the "Periodic Review of Goals" section of this Policy. Specific goals may be recommended to the Executive Director on a project by project basis.

A. Establishment of MWBE Goals for Non-Federally Funded Construction Projects.

   After analyzing the above factors, the Aviation Authority hereby establishes a twenty-five percent (25%) MWBE participation goal for all non-federally funded construction projects, including continuing service contracts.

B. Establishment of MWBE Goals for procurement Contracts for Goods and Services.

   After analyzing the above factors, the Aviation Authority hereby establishes a seventeen percent (17%) MWBE participation goal for the procurement of Goods and Services excluding Professional Services. The goal shall be established considering all purchases of goods and services except the following:

   1. Leases of Real Property
   2. Space Use Permits
   3. Employee Benefits
   4. Taxes
   5. Judgments
   6. Agreements for Travel
   7. Dues

8. Pensions
9. Utilities
10. Subscriptions
11. Auto Allowances
12. Debt Service Requirements
13. Artistic Works
14. Postage

C. Establishment of MWBE Goals for Professional Services.

After analyzing the above factors, the Aviation Authority hereby establishes a seventeen percent (17%) MWBE participation goal for the procurement of Professional Services.

MWBE PARTICIPATION; GOOD FAITH EFFORTS

A. A bidder/proposer must submit to the Aviation Authority at bid/proposal opening all MWBE information requested by the Aviation Authority in the bid/proposal documents. Continuing service contractors will be required to submit a statement or a plan to indicate how the continuing contractor plans to meet the MWBE goals throughout the term of its contract.

B. Contractors meeting the MWBE participation contract goal need not submit good faith documentation. If the bidder/proposer fails to meet the MWBE goal, the Aviation Authority will require bidder/proposer to submit evidence of good faith efforts to reach the goal. Evidence may include, but is not limited to, the following:

1. The name and title of the person responsible for the Contractor's good faith efforts to reach the goal;

2. Providing evidence of attendance at pre-bid/proposal meeting, if any, scheduled by the Aviation Authority to inform MWBEs of subcontracting opportunities under a given contract;

3. Providing a list of MWBE firms contacted;

4. Providing copies of written correspondence provided to MWBEs to solicit their bids, as well as certified return receipts to prove receipt or the reason for non-delivery; fax cover sheets indicating to whom the document was faxed, fax date, and whether the transmission was successful; or, copies of email transmissions;

5. Providing evidence of information provided to the MWBE firms regarding the specific work the contractor intends to subcontract. Prime Contractors shall identify commercially

useful portions of the work, which are consistent with normal industry practice, which may be performed by MWBEs. Prime Contractors shall make reasonable efforts to divide the work elements into smaller packages which are well suited to MWBE participation;

6. Providing evidence of information provided to MWBEs on bonding and insurance requirements;

7. Providing copies of advertisements in general circulation media, trade association publications, and minority-focused media at least fourteen (14) days before bids or proposals are due. If fourteen (14) days are not available, publication for a shorter reasonable time is acceptable;

8. Providing evidence that bidder/proposer provided interested MWBEs with assistance in reviewing the contract plans, specifications, and the terms and conditions of the general contract, subcontract, and addenda;

9. Providing evidence that the bidder/proposer provided MWBEs prompt notice of addenda affecting specific trade contractors;

10. Provide evidence that Prime Contractor made follow-up inquiries after initial solicitations of interest from MWBEs. Prime Contractors shall maintain documentation of the date, time and name of individuals contacted. A telephone log is acceptable documentation of this activity;

11. Providing a list of quotes submitted by MWBE and Non-MWBE firms contacted;

12. Providing documentation as to why MWBEs were not utilized;

13. In those instances where a majority subcontractor is selected for a scope of work for which MWBE bids were submitted, the prime contractor shall submit documentation to evidence "good faith" negotiations with MWBE subcontractors. Documentation shall include but not be limited to records of all quotations received from MWBEs and from the selected majority subcontractor, and an explanation of the reasons why the MWBEs will not be used during the course of the contract. It is the responsibility of the prime contractor to demonstrate that MWBEs were not rejected as unqualified without a

thorough and documented investigation of their capabilities and capacity

EVALUATION OF GOOD FAITH EFFORTS

A. In order to assure that competitors comply with the Aviation Authority's MWBE Policy, successful contractors must either meet the MWBE Participation goal for a specific contract or demonstrate good faith efforts to meet those goals. Within two (2) business days after receipt of a request from the Aviation Authority, competitors failing to meet the MWBE contract goal must submit documentation of the good faith effort they made before submission of their bid/proposal. In evaluating good faith efforts, the Aviation Authority determines whether the competitor made reasonable efforts, prior to submission of the bid/proposal, to achieve MWBE contract goals. The Aviation Authority may evaluate not only the different kinds of efforts made by a bidder, but also the quantity and intensity of those efforts. Efforts made by the competitor after submission of the bid/proposal to meet the MWBE contract goal will not be considered by the Aviation Authority.

B. In addition to the documentation listed in the "MWBE Participation; Good Faith Efforts" Section of this Policy, the Aviation Authority may consider the following information in evaluation of the bidder's/proposer's good faith efforts:

(i) Efforts made by bidder/proposer to select portions of the work proposed to be performed by MWBEs in order to increase the likelihood of achieving the stated goal;
(ii) Whether other bidders/proposers met the contract goals relating to the utilization of MWBE subcontractors; and
(iii)The extent to which a bidder/proposer utilizes MWBE firms in private sector work;

C. Bids/proposals submitted which do not meet the MWBE contract goals and which do not show that a good faith effort was made to achieve the stated goals may be considered non-responsive and the bidder/proposer may not be eligible for award of the contract.

COUNTING MWBE PARTICIPATION TOWARD MEETING MWBE GOALS

A. All bidders/proposers including MWBE bidders/proposers, but excluding MWBE joint ventures, shall meet the MWBE participation goal through first tier subcontractor or subconsultant participation unless otherwise stated in the bid/proposal documents.

B. For projects in which the Aviation Authority participates in the selection of subconsultants to the lead architectural and/or engineering services firm, then for satisfying the MWBE goals

established for that project, the participation to be counted shall include participation at the first and second tier subconsultant levels.

C. In projects utilizing a Construction Manager ("CM") or a Construction Manager at Risk ("CM@R") method of delivery, the CM@R selection shall include a MWBE participation goal as established by the Executive Director or his designee. Additionally, MWBE participation goals shall be established for each division or portion of work. For satisfying the goals established at each division or portion of work, the participation to be counted shall include participation at the first and second tier subcontract levels.

D. However, in the procurement of Goods, Services, and Professional Services, the MWBE bidder/proposer may not subcontract more than thirty percent (30%) of the total dollar amount of the contract to a firm or firms that are not MWBEs.

E. In construction contracts, bidders will receive credit toward the MWBE goal of sixty percent (60%) of the dollar amount purchased from MWBE suppliers; e.g. where a bidder proposes to purchase $100,000 worth of construction materials from an MWBE supplier, $60,000 will be credited toward the bidder's MWBE participation goal. However, where the supplier is the manufacturer of the product supplied, bidders will receive credit for one hundred percent (100%) of the dollar amount of the supply contract. The bidder shall cooperate with the Aviation Authority's Small Business Liaison Officer as the Aviation Authority studies and surveys the bidder's MWBE business procedures and practices.

F. In the procurement of Goods, MWBE participation shall be counted as 100% of the dollar amount of the Goods, providing that the MWBE supplier is a manufacturer of the materials or supplies or is a dealer that owns, operates or maintains a store, warehouse, or other establishment which may include distribution systems and equipment for bulk items such as petroleum products, in which the materials, supplies, articles or equipment of the general character described in the specifications and required under the contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business.

G. The degree of goal attainment by joint ventures between MWBE firms and between MWBE and majority firms shall be calculated as follows:

1. A joint venture consisting of a MWBE and majority firm functioning as a prime contractor, will be credited with

MWBE participation on the basis of the percentage of the dollar value of the work to be performed by the MWBE;

2. In joint venture bids/proposals in which all joint venture participants are MWBEs, the joint venture will be credited with MWBE participation for that portion of the dollar amount of the contract which they perform and that portion subcontracted to MWBE firms.

H. If the MWBE proposed on any solicitation is also certified as a LDB and the prime contractor wishes to utilize both certifications in its submittal, the prime contractor must show adequate scope and the separate financial commitments to satisfy the individual MWBE and LDB participation goals to avoid any potential double counting of the same participation.

I. For the purposes of counting MWBE participation, Disadvantaged Business Enterprises (DBEs) certified by the Florida UCP shall count towards MWBE participation goals.

CALCULATING PERCENTAGE OF PARTICIPATION

Participation goals and compliance with goals shall be determined as a percentage of the entire contract value or as a percentage of the portion of the contract for which participation is likely available at the Executive Director's option, based on the type of Contract to be awarded.

APPEALS

A. In the event the Aviation Authority's Small Business Liaison Officer recommends that a bid be rejected for failing to meet the Aviation Authority's participation goals and failing to demonstrate a good faith effort, the Aviation Authority's Small Business Liaison Officer shall promptly provide a written explanation of the basis for rejection. A bidder/proposer may upon concurrence with such determination by the Committee making the evaluation, recommendation, or selection (Concessions Procurement Committee, Professional Services Committee, Construction Committee or such other ad hoc Committee as may be established by the Executive Director), appeal the Office of Small Business Development's determination to the Executive Director in the manner designated by the Committee.

B. In the event a firm is denied MWBE certification, the Aviation Authority's Office of Small Business Development shall promptly provide a written explanation of the basis for denial. A firm denied certification may appeal the denial to the Executive Director within five (5) working days after receipt of the written explanation of the basis for denial. The appeal shall be submitted in writing to the Executive Director.

PERIODIC REVIEW OF GOALS

The Aviation Authority will periodically review the percentages of minority and women business enterprises participating in the Aviation Authority's non-federally funded contracts for construction and for procurement of Goods, Services, and Professional Services. Based on review of the actual level of participation, the Aviation Authority in its discretion may adjust the participation goals to maximize opportunities for minority and women business enterprises with respect to these contracts awarded by the Aviation Authority.

APPROVAL AND UPDATE HISTORY

Last Approval

Authority Board: February 15, 2017
Executive Director: December 6, 2010

Supersedes

All Previous

M. Irizarry

Maria Irizarry
Feb 22 2017 3:45 PM
cosign

EXHIBIT "C"

LDB Policy

TABLE OF CONTENTS

I.	POLICY STATEMENT	2
II	DEFINITIONS	2
III.	ESTABLISHMENT OF GOALS	5
IV.	DESIGNATION OF A SMALL BUSINESS LIAISON OFFICER	5
V.	PROCEDURES TO ENSURE THAT LDBs HAVE AN EQUITABLE OPPORTUNITY TO COMPETE FOR CONTRACTS AND SUBCONTRACTS	6
VI.	PROCEDURES TO ASCERTAIN THE ELIGIBILITY OF LDBs.	7
VII.	LDB PARTICIPATION; GOOD FAITH EFFORTS	8
VIII.	EVALUATION OF GOOD FAITH EFFORTS	9
IX.	APPEALS	10
X.	PROCEDURES BY WHICH THE AUTHORITY MAY IMPLEMENT LDB DIRECT CONTRACTS	11
XI.	COUNTING LDB PARTICIPATION TOWARD MEETING LDB GOALS	11
XII.	LDB JOINT VENTURES	12
XIII.	WORKING CAPITAL INITIATIVES	13
XIV.	OTHER INITIATIVES FOR PROCUREMENT OF GOODS AND SERVICES	16
XV.	OTHER INITIATIVES FOR CONCESSION OPERATORS	17
XVI.	EFFECTIVE DATE	17

I. POLICY STATEMENT.

The Local Developing-Business ("LDB") Program ("Program") of the Aviation Authority is designed to promote the development of local businesses and to ensure the availability of firms to compete for work at its facilities. The Program is also designed to promote the economic vitality and employment opportunities in the Orlando Standard Metropolitan Statistical Area (SMSA) in order to sustain the continued growth at Orlando International and Orlando Executive Airports. The Program will seek to provide full and equal business opportunities to all local developing-businesses in the Aviation Authority's Construction contracting, procurement, and Professional Services activities.

II. DEFINITIONS.

Affiliates: Any entity: 1) having the ability to exercise control over the firm under review, 2) under control by the firm being reviewed, or 3) under the common control with the firm under review. The affiliation rules promulgated by the Small Business Administration under 13 C.F.R. 121.103 may be used as a basis for affiliation analysis under this Program.

B. Authority Board: The Greater Orlando Aviation Authority Board that governs the Orlando International Airport and the Orlando Executive Airport.

C. Certification: The process by which an applicant is determined to be a bona fide local developing business.

D. Standard Metropolitan Statistical Area (SMSA): This area, according to the United States Department of Census, includes the counties of Orange, Seminole, Osceola, and Lake.

E. Concession: Any agreement with the Aviation Authority which grants an entity the privilege and obligation to operate facilities for the sale or rental of Goods and Services or food and beverage in the Orlando International Airport.

F. Construction and Construction Administrative Services: Professional Services to include construction management, bid and proposal administration, OAR or other Services as identified and defined herein.

G. Contract: Any agreement with the Aviation Authority for non-federally funded construction projects or for the purchase, lease or disposal of supplies or other Goods, or maintenance, installation or other Services, including Professional Services, but not including leases of real property, space use permits, employee benefits, taxes, judgments, agreements for travel, dues, pensions, utilities, subscriptions, auto allowances, debt service requirements or postage.

H. Domicile: A firm whose Principal Place of Business is in the Orlando SMSA or a firm which is at least fifty one percent (51%) owned by a person or persons whose Primary Residence is in the Orlando SMSA.

I. Executive Director: The Executive Director of the Aviation Authority or the person or persons designated by the Executive Director to act on his behalf with respect to issues delegated to the Executive Director's authority in this program.

J. Goods: Any supply, material, equipment, product, article, or thing that is purchased by an Aviation Authority department in the accomplishment of its responsibilities.

K. Gross Profit: Sales revenue minus sales costs.

L. Local Developing-Business or LDB: An active operating business that is Domiciled in the Orlando SMSA and that meets the Revenue Limitations or Gross Profit Limitation, and that is owned and controlled by one or more individuals whose personal net worth does not exceed the Net Worth Limitation.

M. LDB Direct Contract: A request or invitation for bids or proposals which is limited exclusively to LDBs.

N. Net Worth: The sum of the fair market value of the interest owned in all assets by the individual(s) relied upon in determining LDB status (if an asset is owned jointly as husband and wife, then fifty percent (50%) of the fair market value for that asset will be counted if only one spouse participates in the firm being reviewed) minus the debt of the individual(s) (if debt is attributable to an asset owned jointly as husband and wife then fifty percent (50%) of the debt will be counted if only one spouse participates in the firm being reviewed). For purposes of establishing Net Worth, the following items will be excluded: 1) the equity in the individual's Primary Residence up to $500,000; and 2) the equity of the individual in any businesses in which the individual is actively involved in the management and day to day operation which may include the business seeking LDB status.

O. Net Worth Limitation: Seven Hundred Fifty Thousand and No/100 Dollars ($750,000.00), except if the construction delivery method for a construction project is Construction Management ("CM") or Construction Management at Rick ("CMAR") then the Net Worth Limitation shall be One Million Five Hundred Thousand and No/100 Dollars ($1,500,000.00). The Net Worth Limitation may be reviewed from time to time as deemed appropriate by the Office of Small Business and adjusted accordingly, with approval by the Executive Director.

P. Ownership and Control: Individual owners of firms applying for Certification as an LDB must own and control at least fifty-one percent (51%) of the applicant firm. An individual is considered to control the firm when he/she controls the day to day business activities of the firm.

Q. Principal Place of Business: The LDB's headquarters, or the place where the chief or principal affairs and business of the firm are transacted as of the date the Request for Proposal, Request for Bids or Request for Letters of Interest is published. This is the office where the LDB's books are kept and where the partners, directors, officers, or managers assemble to discuss and transact the important day-to-day business of the firm.

R. Revenue Limitations:

1. Construction contracting services and consulting services related to planning, design, and construction related improvements and architectural and engineering services - $5,000,000 in annual gross revenues averaged over the preceding three (3) years. Construction contracting services and consulting services related to planning, design, and construction related improvements and architectural and engineering services in projects utilizing CM or CMAR delivery methods -- the Small Business Administration business size standard(s) found in 13 CFR Part 121 appropriate to the type(s) of work the firm seeks to perform.

2. Professional Services - $2,000,000 annual gross revenues averaged over the preceding three (3) years.

3. Procurement of Goods and Services not including Professional Services included in 1 and 2 above - $2,000,000 annual Gross Profit averaged over the preceding three (3) years.

4. Concessions - $7,500,000 annual gross revenue averaged over the preceding three (3) years.

The Revenue Limitations and Gross Profit limitation amounts may be reviewed from time to time as deemed appropriate by the Executive Director and adjusted accordingly.

S. Primary Residence: A place of abode which is recognized and intended to be maintained as the person's principal residence. Persons maintaining other places of abode in another state, other county within Florida, or outside the U.S. may manifest evidence of their Primary Residence to the Aviation Authority by submitting a certified copy of a sworn statement, filed pursuant to §222.17, Florida Statutes, as to what residence constitutes their predominant and principal residence and that they intend to continue it permanently as such.

T. Professional Services: Services rendered by an independent contracting individual or firm having experience in a particular industry or subject matter due to specialized education, training, licensure or skill, of advice, reports, conclusions, recommendations or other outputs resulting from the time and effort of the service

provider, as opposed to the acquisition of specific commodities or of Services not requiring any specialized education, licensing, training, or skill.

U. Services: The furnishing of labor, time, expertise or effort, but does not include the rendition of Professional Services, employment or collective bargaining agreements, or the providing of a tangible end product.

III. ESTABLISHMENT OF GOALS.

In order to promote the utilization of LDBs, the Aviation Authority has established annual percentage goals for the dollar value of work to be awarded to LDBs. In addition to the annual overall program goals established by the Aviation Authority, the Executive Director may establish Contract goals for individual projects. The overall goals may be reviewed from time to time as deemed appropriate by the Executive Director and adjusted accordingly, upon approval by the Authority Board.

The initial annual overall goals are as follows:

a. Non-federally funded Construction 2.5%;
b. Procurement - 1.7%;
c. Professional Services - 1.7% - and
d. Concessions - as designated by the Aviation Authority

IV. SMALL BUSINESS LIAISON OFFICER.

The Aviation Authority has designated a Small Business Liaison Officer. The Office of Small Business Development recommends annual percentage goals to the Executive Director for the dollar value of work to be awarded to LDBs. The Executive Director and Small Business Liaison Officer recommend Contract goals for individual projects.

The Small Business Liaison Officer will be responsible for administering the Aviation Authority's LDB Policy, and will conduct periodic surveys to determine whether the Aviation Authority's LDB Policy is achieving its goals and objectives. Annual reports will be used to assist in determining whether the program is reaching its objective to recruit locally owned businesses for opportunities with the Aviation Authority. If corrective action is necessary, the Small Business Liaison Officer will make appropriate recommendations to the Executive Director.

The Small Business Liaison Officer will also be responsible for:

A. Providing information to LDBs on the Aviation Authority's contractual needs and future plans;

B. Providing assistance in resolving major procurement and contracting issues affecting LDBs;

C. Scheduling seminars to acquaint LDBs with information on Aviation Authority bid specifications, procurement policies, and general bidding requirements;

D. Providing bid specifications and plans to entities providing assistance to small businesses;

E. Evaluating the effectiveness of the LDB program;

F. Ensuring that only LDBs benefit from the LDB program;

G. Ensuring that the LDB Directory accurately reflects LDBs available to compete for Contracts;

I. Assist in monitoring contractors' and subcontractors' compliance with LDB commitments throughout the performance period of Contracts;

J. Attending Pre-Bid, Pre-Proposal and Pre-Construction Conferences to explain LDB requirements and respond to questions;

K. Assist in monitoring mentoring relationships;

L. Assist in monitoring the Working Capital Initiatives program;

M. Participating on Bid and Proposal Review Panels;

N. Evaluate the participation goals and recommend adjustments when appropriate;

O. Ensure that advertisements for contracting opportunities are placed in local small business media and in plan rooms designed to assist small businesses, and;

P. Performing related duties, as assigned.

V. PROCEDURES TO ENSURE THAT LDBs HAVE AN EQUITABLE OPPORTUNITY TO COMPETE FOR CONTRACTS AND SUBCONTRACTS.

In order to ensure that LDBs have an equitable opportunity to compete for Contracts and subcontracts, the Aviation Authority will take affirmative steps to facilitate their involvement. These steps include:

A. Notification to small business assistance organizations that Aviation Authority contracting and subcontracting opportunities are available.

B. Providing plans and specifications to small business assistance organizations at reduced cost.

C. Participating in pre-bid/pre-proposal conferences to provide firms with an opportunity to ask questions about LDB requirements; LDB firms will be encouraged to attend these conferences.

D. Upon request, providing LDBs with lists of firms bidding as prime contractors.

E. Continuing recruitment efforts directed at LDBs.

F. Identifying as many trade items as are reasonable and prudently possible into small contractual work elements which will enable small firms to compete effectively.

G. Assisting bidders/proposers in efforts to obtain the names and addresses of LDB firms that may be utilized as subcontractors.

H. The Aviation Authority will require a Prime contractor to make good faith efforts to replace a LDB that is terminated or has otherwise failed to complete its work on a Contract with another certified LDB. The Aviation Authority will require the contractor to notify the Small Business Liaison Officer immediately of the LDB's inability or unwillingness to perform and provide documentation as to the replacement firm's LDB status or as to the contractor's good faith efforts, when appropriate, to utilize a LDB to replace the non-performing LDB. Acceptance of the proposed replacement LDB subcontractor will require the prior written approval of the Executive Director.

VI. PROCEDURES TO ASCERTAIN THE ELIGIBILITY OF LDBs.

In order to ensure that only bona fide LDBs benefit from this Program, certain information must be provided to the Aviation Authority prior to award of the Contract, and updated upon request during Contract performance. This information will be used to certify the eligibility of firms seeking LDB status. Specifically, proposed firms must submit to the Aviation Authority a completed application for Certification promulgated by the Aviation Authority's Office of Small Business Development and upon request, submit such additional information and documentation as the Aviation Authority may request. Certification of eligibility as an LDB should be obtained prior to submission of a bid, proposal, or quotation that includes participation of the firm seeking eligibility. Financial information to verify personal Net Worth Limitation compliance will be required to assess eligibility for Certification. Denial of Certification by the Aviation Authority's Small Business Liaison Officer shall be communicated in writing via certified mail to the firm being denied Certification. Firms who enter into Contracts with the Aviation Authority should note that the Aviation Authority reserves the right to approve all substitutions of subcontractors before award and during Contract performance.

After the Bids are opened and prior to an award of the Contract, the Aviation Authority may request, receive and consider omitted and supplemental information from the Bidders as to the Certification status of LDB firms, if applicable, and of any subcontractor, supplier or joint venture in order to determine LDB status.

Prior to the award of each non-federally funded Contract which is subject to the procedures set forth in this Program, the Aviation Authority's Small Business Liaison Officer will determine whether each firm claiming LDB status and submitting its bid, proposal or quotation to the Aviation Authority shall be recognized as a LDB.

Any firm or joint venture which believes that it has been wrongfully denied Certification as a LDB may file an appeal in accordance with Section IX below.

VII. LDB PARTICIPATION; GOOD FAITH EFFORTS

A. A bidder/proposer must submit to the Aviation Authority at bid/proposal opening all LDB information requested by the Aviation Authority in the bid/proposal documents in order to be eligible for Contract award. Continuing service contractors will be required to submit a statement or plan to indicate how the continuing contractor plans to meet LDB goals throughout the term of the Contract.

B. Contractors meeting the LDB participation Contract goal need not submit good faith documentation. If the bidder/proposer fails to meet the LDB goal, the Aviation Authority will require bidder/proposer to submit evidence of good faith efforts to reach the goal, which evidence includes, but is not limited to, the following;

1. The name and title of the person responsible for the Contractor's good faith efforts to reach the goal;

2. Providing evidence of attendance at pre-bid/proposal meeting, if any, scheduled by the Aviation Authority to inform LDBs of subcontracting opportunities under a given Contract;

3. Providing a list of LDB firms contacted;

4. Providing copies of written correspondence to LDBs that their bid is being solicited, as well as certified return receipts to prove receipt or the reason for non-delivery; fax cover sheets indicating to whom the document was faxed, fax date, and whether the transmission was successful; or copies of email transmissions;

5. Providing evidence of information provided to the LDB firms about the specific work the contractor intends to subcontract. Prime contractors

shall identify commercially useful portions of the work which are consistent with normal industry practice, which may be performed by LDBs. Prime contractors shall make reasonable efforts to divide the work elements into bid packages which are well-suited to LDB participation;

6. Providing evidence of information provided to LDBs on bonding and insurance requirements;

7. Providing copies of advertisements in general circulation media, trade association publications, and minority focus media at least fourteen (14) days before bids or proposals are due. If fourteen (14) days are not available, publication for a shorter reasonable time is acceptable;

8. Providing evidence that bidder/proposer provided interested LDBs with assistance in reviewing the Contract plans, specifications, and the terms and conditions of the general Contract, subcontract, and addenda;

9. Providing evidence that the bidder/proposer provided LDBs prompt notice of addenda affecting specific trade contractors;

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

11. Providing a list of quotes submitted by LDB firms contacted;

12. Providing documentation as to why LDBs were not utilized;

13. For those instances where a non-LDB subcontractor is selected for a scope of work for which LDB bids were submitted, the bidder/proposer shall submit records of all quotations received from LDBs and from the selected non-LDB subcontractor, documentation to evidence "good faith" negotiations with LDBs, and provide an explanation of the reasons why the LDBs will not be used during the course of the Contract. It is incumbent upon the bidder/proposer to demonstrate that LDBs were not rejected as unqualified without a thorough and documented investigation of their capabilities and capacity.

VIII. EVALUATION OF GOOD FAITH EFFORTS

A. In order to assure that bidders/proposers comply with the Aviation Authority's LDB Program, successful contractors must either meet the LDB goal for a specific Contract or demonstrate good faith efforts to meet those goals. Within two (2) business days after receipt of a request from the Aviation Authority, bidders/proposers failing to meet the LDB Contract goal must submit

documentation of the good faith effort they made before submission of their bid/proposal. In evaluating good faith efforts, the Aviation Authority determines whether the bidder/proposer made reasonable efforts, prior to submission of the bid/proposal, to achieve LDB Contract goals. The Aviation Authority may evaluate not only the different kinds of efforts made by a bidder/proposer, but also the quantity and intensity of those efforts. However, efforts made by the bidder/proposer after submission of the bid/proposal to meet the LDB Contract goal will not be considered by the Aviation Authority.

B. In addition to the documentation listed in Section VII above, the Aviation Authority may consider the following information in evaluation of the bidder's/proposer's good faith efforts:

1. Efforts made by bidder/proposer to select portions of the work proposed to be performed by LDBs in order to increase the likelihood of achieving the stated goal.

2. Whether other bidders/proposers met the Contract goals relating to the utilization of LDB subcontractors.

3. Whether the bidder/proposer has established a bona fide program to assist LDB firms in acquiring skills and experience which will foster the managed growth of LDB firms.

4. The extent to which a bidder/proposer utilizes LDB firms in private sector work.

C. Bids/proposals submitted which do not meet the LDB Contract goals and for which the bidder/proposer does not show that, prior to the submission of the bid/proposal good faith efforts were made to achieve the stated goals will be recommended for consideration as non-responsive and the bidder/proposer will not be eligible for award of the Contract. In the event that a bid or proposal is deemed non-responsive, the Office of Small Business Development will notify the bidder/proposer that the bid/proposal is being recommended for consideration as a non-responsive bid or proposal.

IX. APPEALS.

A. In the event the Aviation Authority's Office of Small Business Development recommends that a bid/proposal be rejected for failing to meet the Aviation Authority's participation goals and failing to demonstrate a good faith effort, upon concurrence with such determination by the Committee making the evaluation, recommendation or selection (Concessions Procurement Committee, Professional Services Committee, Construction Committee, or such other ad hoc Committee as may be established by the Executive Director), such bidder/proposer may appeal

the recommendation to the Executive Director in the manner designated by the Committee.

B. In the event a firm is denied LDB Certification, the Aviation Authority's Office of Small Business Development shall promptly provide a written explanation of the basis for denial. A firm denied Certification may appeal the determination to the Executive Director. The appeal must be filed in writing and within five (5) business days after receipt of the written explanation of the basis for rejection.

X. PROCEDURES BY WHICH THE AVIATION AUTHORITY MAY IMPLEMENT LDB DIRECT CONTRACTS.

The Aviation Authority may endeavor to increase LDB participation by direct Contracts exclusively for LDB participation for Concessions and non-federally funded Construction, Goods and Services procurement and Professional Services. The Aviation Authority's Small Business Liaison Officer may recommend which non-federally funded construction Contracts, Goods and Services procurement Contracts, Professional Services, and Concessions will, or are likely to, attract meaningful competition from LDB firms capable of meeting the Contract specifications. Consequently, the Aviation Authority may use direct contracting techniques when necessary to meet LDB goals and/or stimulate the LDB Program provided that the following conditions exist:

1. At least three LDBs capable of performing the Contract are available;

2. The Aviation Authority has determined that the Contract should be a direct Contract in order to meet LDB goals and/or stimulate the LDB Program, and;

3. Consultation with the appropriate department (e.g. Purchasing, Engineering, Construction, Commercial Properties, Concessions, etc.) is conducted to determine if a direct Contract will be appropriate.

The Aviation Authority will state in its solicitation if a particular Contract will be a direct Contract with LDBs.

LDBs interested in bidding or proposing on Aviation Authority direct Contracts must submit LDB status verification in accordance with the instructions provided in the Contract documents.

XI. COUNTING LDB PARTICIPATION TOWARD MEETING LDB GOALS.

A. In non-direct, non-federally funded Construction, Professional Service, and Goods and Services bids/proposals which carry an LDB goal, all bidders/proposers including LDB bidders/proposers, shall meet the LDB participation goal through first tier participation unless otherwise stated in the bid/proposal documents. Participation can be achieved in the following manner:

subcontracts, purchase orders for Goods and joint ventures (see specific requirements below). The successful bidder/proposer will be credited with the dollar value of the actual work performed by the LDB.

If the LDB provides materials or supplies to the prime contractor in a construction Contract, the participation credited will be the dollar amount equal to sixty percent (60%) of the dollar value of the Goods unless the LDB is the manufacturer of the product supplied; in which case, bidders should receive credit for 100% of the dollar amount of the product supplied.

If the LDB provides Goods, LDB participation shall be counted at 100% if the supplier is a manufacturer of the supplies or a dealer that owns, operates, or maintains a store, warehouse, or other establishment which may include distribution systems for bulk items, in which supplies, articles, or equipment of the general character described in the specifications required under Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. If prime contractor is an LDB, and the firm's primary core competencies are within the scope of the RFP/IFB, LDB participation is not required.

B. In direct Contracts, no first tier LDB participation shall be required. However, in the procurement of Goods and Services and Professional Services, the LDB bidder/proposer may not subcontract more than thirty percent (30%) of the total dollar amount of the Contract to a firm or firms that are not LDBs.

C. For projects in which the Aviation Authority participates in the selection of subconsultants to the lead architectural and/or engineering services firm, then for satisfying the LDB goals established for that project, the participation to be counted shall include participation at the first and second tier subconsultant levels.

D. Additionally, in projects utilizing a Construction Manager at Risk (CMAR) method of delivery, the LDB participation goals shall be established by the Executive Director or his designee for each division or portion of work. For satisfying the goals established at each division or portion of work, the participation to be counted shall include participation at the first and second tier subcontract levels.

XII. LDB JOINT VENTURES

A. An LDB subcontractor/subconsultant or provider of Goods may be a joint venture, however the following will apply: an LDB must own at least 51% of the joint venture and the individual's personal Net Worth must not exceed the Personal Net Worth Limitation and they must exercise control and manage the operations of the business on a daily basis.

B. The Small Business Liaison Officer or its designee will determine on a case by case basis if joint ventures will be allowed to bid/propose on LDB procurements. Such determination will be clearly stated in bid/proposal documents. In the event joint ventures are permitted, the following will apply:

Joint Venture partners must be certified as LDBs. For a joint venture to be certified as an LDB, both partner firms must be certified as LDBs.

XIII. WORKING CAPITAL INITIATIVES.

The Aviation Authority recognizes that LDBs may experience limited access to working capital. In order to further promote the development of LDBs, the Aviation Authority will make available certain retainers to LDB Professional Services firms and Designated Mobilization Payments to LDB Professional Services and LDB Contractors.

A. Retainer Initiative for Professional Services - The Aviation Authority has identified certain "Professional Services" that are expected to be utilized. These services include, but are not limited to, consulting services related to planning, design, and construction related improvements, architectural and engineering services, accounting services, legal services and other services which, at the discretion of the Executive Director, require inclusion in this Program.

LDB Professional Services firms shall be selected in accordance with Aviation Authority policies and procedures for selection of Professional Services firms and shall be eligible for payment of a one-time retainer in the amount of five percent (5%) of the basic Services portion of the Contract award, or as otherwise approved by the Executive Director. The retainer shall be credited against periodic Contract billings based upon the proportion of the periodic billing to the basic Services portion of the Contract award, or as otherwise required by the Executive Director.

LDB Professional Services firms may reject the retainer and alternatively participate in the Designated Mobilization Program for LDB Professional Services and Contractors established in subsection B, providing the LDB firm has engaged a bank to participate with the terms and conditions below.

B. Designated Mobilization Program Initiative - Unless stated otherwise, the following procedures will apply for prime Contracts and subcontracts performed by LDBs in Construction, procurement of Goods and Services, and Professional Services:

1. Upon receipt of an award of a prime Contract or subcontract, a LDB may seek to obtain working capital financing from a lending institution. The LDB must complete all application requirements with the lending institution.

2. The lending institution shall be committed to extending a line of credit to the qualified LDB in the amount of not less than one hundred twenty five percent (125%) and not to exceed a maximum of two hundred percent (200%) of the collateral described below. Individual loans shall be a minimum of $5,000 and a maximum of $250,000.

3. Upon execution of Aviation Authority Contract documents and satisfaction of the Aviation Authority's requirements for documentation, a designated mobilization payment equal to the following, or as otherwise approved by the Executive Director, shall be issued under the Contract or subcontract:

   a. five percent (5%) of a prime Contract between a LDB and the Aviation Authority or, if approved by the Executive Director, such greater amount not to exceed ten percent (10%) of the total contract price awarded; or

   b. five percent (5%) of the subcontract amount between the LDB subcontractor and a prime contractor in privy with the Aviation Authority or, if approved by the Executive Director, such greater amount not to exceed ten percent (10%) of the total Contract or subcontract.

4. A LDB shall only be entitled to receive the designated mobilization payment if a working capital line of credit agreement ("Working Capital Agreement") is established by the LDB with a lending institution.

5. The designated mobilization payment shall be made by the Aviation Authority directly to the lending institution on behalf of the LDB, and shall be pledged as collateral by the LDB. Upon disbursement, the Aviation Authority shall retain no interest in the designated mobilization payment.

6. Disbursement of designated mobilization payments shall be as follows:

   LDB Prime Contractors:

a. The LDB prime contractor may request payment of the designated mobilization payment in the first application for payment, or in the event of non-construction Contracts, by letter delivered to the Aviation Authority after award of the Contract but prior to the date of commencement of the Contract; provided, however, such application or letter request must be accompanied by an approved Working Capital Agreement with a participating lending institution, conditioned only on receipt by the participating lending institution of the designated mobilization payment.

b. The designated mobilization payment shall be released in accordance with the following:

1) after issuance of a notice to proceed, which constitutes notification that the Contract is fully executed; and

2) within ten (10) business days after Aviation Authority approval of the prime contractor's initial application for payment, or in the event of non-construction Contracts within ten (10) days after Aviation Authority approval of the prime contractor's letter request for designated mobilization payment.

C. Further, the designated mobilization payment may be paid by the Aviation Authority or a lending institution prior to the commencement of work. In order to assure that the Contract time does not commence until the LDB prime contractor has adequate working capital, the Aviation Authority's Contract documents may provide that the Contract time for a LDB prime contractor shall not commence immediately upon issuance of the notice to proceed, but rather at such time as the Aviation Authority releases the designated mobilization payment to the LDB prime contractor and participating lending institution pursuant to the Working Capital Agreement.

Subcontractors:

a. Prior to the release of a designated mobilization payment to the LDB subcontractor, the LDB subcontractor must submit to the Aviation Authority a letter request, an approved Working Capital Agreement conditioned only on receipt by the participating lending institution of the designated mobilization payment, and a copy of its subcontract or other documentation acceptable to the Aviation Authority evidencing the subcontract amount.

b. The term subcontractors, as used in these policies and procedures, shall include second tier subcontractors and suppliers to prime contractors.

c. Prime contractors shall retain no more than five percent (5%) of the amount earned by LDB subcontractors participating in the designated mobilization payment procedure. Prime contractor retainage shall remain at ten percent (10%) of the Contract amount, except for LDB primes who shall be eligible for reduced retainage under this program.

Prime contractors shall be required to incorporate the designated mobilization payment procedures in subcontract agreements or purchase orders with LDB firms and cooperate in the release of designated mobilization payments to achieve the objective of providing working capital for LDB subcontractors.

The Aviation Authority will encourage prime contractors to make weekly or bi-weekly payments to LDB subcontractors to assist in the LDBs cash flow needs.

D. In all prime Contracts to which the LDB designated mobilization payment procedure applies, prime contractors shall be permitted to substitute securities for retainage to be earned by the prime contractor. All interest accruing on the deposited securities shall accrue to the benefit of the prime contractor. The substitution of securities for retainage shall be governed by Florida Statute § 255.052, or such other procedures as may be approved by the Executive Director. The purpose of this section is to encourage prime contractors to participate in Aviation Authority Contracts by providing a mechanism to minimize any risk to which the contractor might be exposed as a result of reduction in the amount of subcontract retainage permitted to be withheld by the prime contractor for LDBs.

E. The Aviation Authority shall monitor compliance with and effectiveness of the procedures set forth herein. Nothing contained herein, however, shall be construed to limit the Aviation Authority's right to insist upon strict compliance with the requirements of the Contract documents.

F. The Aviation Authority shall not be a party to the Working Capital Agreement between the participating lending institution and the LDB contractor or subcontractor or provider of Professional Services. The Aviation Authority's obligations shall be limited to disbursing the designated mobilization payment directly to the participating lending institution, as authorized by the Working Capital Agreement. The lending institution(s) shall notify the Aviation Authority's Director - Office of Small Business Development when a LDB firm has submitted an application to participate in a Working Capital Agreement.

G. Nothing contained in this policy shall prevent the Aviation Authority from consenting to a disbursement procedure pursuant to which a LDB or non-LDB agrees to an assignment of Contract proceeds in order to induce a non-participating lending institution to extend a line of credit or other credit facility based upon a prime or subcontract for an Aviation Authority project. However, the designated mobilization payment procedure shall not apply.

XIV. OTHER INITIATIVES FOR PROCUREMENT OF GOODS AND SERVICES.

A. Discretionary purchasing limits shall be increased to permit small purchases of Goods and Services in an amount up to a maximum of $12,000 from LDB without requiring competitive bidding by the Purchasing Manager or his designee. The Purchasing Manager or designee shall have the authority to issue purchase orders to LDB firms through this non-competitive method when the dollar value of the purchase order does not exceed $12,000 and a properly executed and authorized requisition is received. All such requisitions and purchase orders must be clearly marked as being non-competitive to facilitate audit and good record keeping practices.

B. At the discretion of the Executive Director or his designee, direct Contracts may be utilized to increase LDB participation in the procurement of Goods and Services.

XV. OTHER INITIATIVES FOR CONCESSIONS

In order to reduce working capital requirements for LDBs, the Aviation Authority may fund initial build-out costs for concessionaires that qualify for participation in the ACDBE program. The funds expended by the Aviation Authority for build-out shall be repaid by the concessionaires to the Aviation Authority over the initial term of the Concession on terms approved by the Executive Director. At the discretion of the Executive Director, the Aviation Authority will utilize other initiatives to increase LDB participation in the area of Concessions.

XVI. EFFECTIVE DATE.

This Program shall become effective upon adoption by the Authority Board.

INFORMATION FOR DETERMINING LDB ELIGIBILITY

If a firm wishes to be considered a Local Developing Business (LDB) under the Aviation Authority's LDB Program, the firm must complete and submit an LDB application to the Office of Small Business Development. LDB applications may be found on the Aviation Authority's website at www.orlandoairports.net.

APPROVAL AND
UPDATE HISTORY

Last Approval	Authority Board: August 15, 2012 Executive Director: March 7, 2014
Supersedes	All Previous

EXHIBIT "D"

DBE Policy

TABLE OF CONTENTS

Policy Statement		2
I.	Definitions	4
II.	Nondiscrimination	8
III.	DBE Program Updates	8
IV.	Quotas	8
V.	Designation of DBE Liaison Officer	9
VI.	Federal Financial Assistance Agreement Assurance	10
VII.	DBE Financial Institutions	10
VIII.	Development of a DBE Directory	11
IX.	Overconcentration	11
X.	Business Development Programs	11
XI.	Required Contract Clauses	11
XII.	Monitoring and Enforcement Mechanisms	12
XIII.	Overall Goals	13
XIV.	Small Business Participation	16
XV.	Contract Goals	18
XVI.	Good Faith Efforts	18
XVII.	Counting DBE Participation	21
XVIII.	Certification	22
XIX.	Information Collection and Reporting	24

Policy Statement (49 CFR §26.1, 26.23)

The United States Congress has made a determination that certain classes of businesses described as Disadvantaged Business Enterprises ("DBEs"), have been underutilized because of discrimination. Congress authorized and the U.S. Department of Transportation ("DOT") has implemented rules to promote utilization of DBEs in projects utilizing federal funding. The Greater Orlando Aviation Authority (the "Authority") is required to recognize and certify these DBEs in its federally funded projects.

The Authority has established a DBE program in accordance with the DOT regulations issued under 49 CFR Part 26 ("Part 26"). The Authority has received and expects to receive Federal financial assistance from the DOT, and as a condition of receiving this assistance, the Authority has signed assurances that it will comply with Part 26.

It is the policy of the Authority to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts awarded by the Authority.

In order to implement the Authority's policy, staff is directed as follows:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- To ensure that only firms that fully meet Part 26 eligibility standards are permitted to participate as DBEs;
- To help remove barriers to the participation of DBEs in DOT-assisted contracts; and;
- To assist the development of firms that can compete successfully in the market place outside the DBE program.

The Director of the Office of Small Business Development has been designated as the DBE Liaison Officer. In that capacity, the Director is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Authority in its financial assistance agreements with the DOT.

This policy shall be disseminated to all the departments of the Authority. The Authority has distributed this statement to the DBE and non-DBE business communities that perform work for the Authority on DOT-assisted contracts through the representative chambers of commerce and technical assistance organizations.

Greater Orlando Aviation Authority
One Jeff Fuqua Boulevard
Orlando, FL 32827-4399
Telephone: 407-825-3144

By: _____
Chairman

Date: _____

I. Definitions

"Affiliation" has the same meaning the term has in the Small Business Administration (SBA) regulations, 13 CFR part 121.

(1) Except as otherwise provided in the 13 CFR Part 21, concerns are affiliates of each other when, either directly or indirectly:

(i) One concern controls or has the power to control the other; or

(ii) A third party or parties controls or has the power to control both; or

(iii) An identity of interest between or among parties exists such that affiliation may be found.

(2) In determining whether affiliation exists, it is necessary to consider all appropriate factors, including common ownership, common management, and contractual relationships. Affiliates must be considered together in determining whether a concern meets small business size criteria and the statutory cap on the participation of firms in the DBE program.

"Alaska Native" means: a citizen of the United States who is a person of one-fourth degree or more Alaskan Indian (including Tsimshian Indians not enrolled in the Metlaktla Indian Community), Eskimo, or Aleut blood, or a combination of those bloodlines. The term includes, in the absence of proof of a minimum blood quantum, any citizen whom a Native village or Native group regards as an Alaska Native if their father or mother is regarded as an Alaska Native.

"Alaska Native Corporation (ANC)" means: any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.).

"Compliance" means: a recipient has correctly implemented the requirements of this part.

"Contract" means: a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them.

"Contractor" means: one who participates, through a contract or subcontract (at any tier), in a DOT-assisted highway, transit, or airport program.

"Department or DOT means: the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

"Disadvantaged Business Enterprise or DBE" means: a for-profit small business concern:

(1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged individuals or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

"DOT-assisted contract" means: any contract between a recipient and a contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees, except a contract solely for the purchase of land.

"Executive Director" means: the Executive Director of the Authority or the person or persons designated by the Executive Director to act on his behalf with respect to issues delegated to the Executive Director's authority in this policy.

"Good faith efforts" means: efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

"Home State" means the state in which a DBE firm or applicant for DBE certification maintains its principal place of business.

"Immediate family member" means: father, mother, husband, wife, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, mother-in-law, or father-in-law.

"Indian tribe" means: any Indian tribe, band, nation, or other organized group or community if Indians, including any ANC, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians, or is recognized as such by the State in which the tribe, band, nation, group, or community resides. See definition of "tribally–owned concern" in this section.

"Joint venture" means: an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the

capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

"Native Hawaiian" means: any individual whose ancestors were natives, prior to 1778, of the area, which now comprises the State of Hawaii.

"Native Hawaiian Organization" means: any community service organization serving Native Hawaiians in the State of Hawaii which is a not-for-profit organization chartered by the State of Hawaii, is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

"Noncompliance" means: a recipient has not correctly implemented the requirements of this part.

"Operating Administration or OA" means: any of the following parts of DOT: the Federal Aviation Administration (FAA), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA). The "Administrator" of an operating administration includes his or her designees.

"Personal Net Worth" means: the net value of the assets of an individual remaining after total liabilities are deducted. An individual's personal net worth does not include: The individual's ownership interest in an applicant or participating DBE firm; or the individual's equity in his or her primary place of residence. An individual's personal net worth includes only his or her own share of assets held jointly or as community property with the individual's spouse.

"North American Industry Classification System" means: the six digit North American Industrial Classification System (NAICS) code designation which best describes the primary business of a firm. The NAICS code designations are described in the North American Industry Classification System Manual. NAICS Manual is available through the National Technical Information Service (NTIS) of the U.S. Department of Commerce (Springfield, VA 22261). NTIS also makes materials available through its web site (www.ntis.gov/naics).

"Primary recipient" means: a recipient, which receives DOT financial assistance and passes some, or all of it on to another recipient.

"Principal place of business" means: the business location where the individuals who manage the firm's day-to-day operations spend most working hours and where top management's business records are kept. If the offices from which management is directed and where business records are kept are in different locations, the recipient will determine the principal place of business for DBE program purposes.

"Program" means: any undertaking on a recipient's part to use DOT financial assistance authorized by the laws to which this part applies.

"Race-conscious measure or program" means: one that is focused specifically on assisting only DBEs, including women-owned DBEs.

"Race-neutral measure or program" means: one that is, or can be, used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

"Recipient" means: any entity, public or private, to which DOT financial assistance is extended, whether directly or through another recipient, through the programs of the FAA, FHWA, or FTA, or who has applied for such assistance.

"Secretary" means: the Secretary of Transportation or his/her designee.

"Set-aside" means: a contracting practice restricting eligibility for the competitive award of a contract solely to DBE firms.

"Small business administration or SBA" means: the United States Small Business Administration.

"Small business concern" means: with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).

"Socially and economically disadvantaged individual" means: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

(1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar),

Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Common Wealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) Women;

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time, as the SBA designation becomes effective.

"Tribally-owned concern" means: any concern at least 51 percent owned by an Indian tribe as defined in this section.

"You" refers to a recipient unless a statement in the text of this part or the context requires otherwise (i.e., 'You must do XYZ' means that recipients must do XYZ).
Other terms shall have the meaning as established in 49 CFR Part 26.

II. Nondiscrimination. (§26.7)

The Authority will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the Authority will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

III. DBE Program Updates. (§26.21)

The Authority will continue to carry out this program until all funds from DOT financial assistance have been expended. The Authority will provide to DOT updates representing significant changes in the program.

IV. Quotas. (§26.43)

The Authority does not use quotas in any way in the administration of this DBE program. However, in egregious instances of discrimination, certain set asides as approved by the Federal Aviation Administration and/or the US Department of Transportation that may be used by the Authority to assure that DBE's have equal opportunity to receive and participate in DOT-assisted contracts awarded by the Authority.

V. Designation of DBE Liaison Officer. (§26.45)

The Authority has designated the Director of the Office of Small Business Development as the DBE Liaison Officer. In that capacity, the Director is responsible for implementing all aspects of the DBE program and ensuring that the Authority complies with all provisions of Part 26. The Director shall have direct, independent access to the Executive Director concerning DBE program matters.

The Director has a staff of three (3) professional employees and one (1) full time administrative assistant assigned to the DBE program on a full-time basis. Any correspondence or questions for the Office of Small Business Development can be directed to:

Director, Office of Small Business Development
Greater Orlando Aviation Authority
5850-B Cargo Road Orlando, Florida 32827
Telephone: 407-825-7171
Facsimile: 407-825-7173
mtatom@goaa.org

Duties and responsibilities of the DBE Liaison Officer include the following:

1. Gather and report statistical data and other information as required by DOT.

2. Review third party contracts and purchasing requisitions for compliance with this program.

3. Work with all departments to set overall annual goals.

4. Ensure that bid notices and requests for proposals are available to DBEs in a timely manner.

5. Identify contracts and procurements so that DBE goals, both race-neutral and contract specific, are included in solicitations.

6. Monitor results of solicitations containing DBE goals.

7. Analyze the Authority's progress toward goal attainment and identify ways to improve progress.

8. Participate in pre-bid/pre-proposal meetings.

9. Advise the Executive Director on DBE matters and achievement.

10. Participate with legal counsel and project directors to determine contractor compliance with good faith efforts.

11. Provide DBEs with information and assistance in preparing bids, obtaining bonding and insurance.

12. Plan and participate in DBE training seminars.

13. Certify DBEs according to the criteria set by DOT and acts as liaison to the Uniform Certification Process in Florida upon its implementation.

14. Provide outreach to DBEs and community organizations to advise them of opportunities.

15. Maintain the Authority's updated directory on certified DBEs.

VI. Federal Financial Assistance Agreement Assurance. (§26.13)

The Authority has signed the following assurance, applicable to all DOT-assisted contracts and their administration:

The Authority shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Authority of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

VII. DBE Financial Institutions

It is the policy of the Authority to periodically investigate the full extent possible, services offered by financial institutions owned and controlled by socially and

economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. To date we have identified the following such institutions: Banco Popular, Metro Savings Bank, and Union Trust. The Authority will encourage contractors for the Authority to enter into escrow and deposit agreements with those institutions. The Authority will continue to encourage its contractors to use socially and economically disadvantaged owned and controlled banks.

Information on the availability of such institutions can be obtained from the DBE Liaison Officer.

VIII. Development of a DBE Directory. (§26.31)

The Authority currently maintains a DBE directory, which is available from the Authority's DBE office and via the Authority's website. The directory is located on the website at www.orlandoairports.net/small_business/index.htm The directory lists the firm's name, address, telephone number, date of most recent certification and the type of work the firm has been certified to perform as a DBE by using the most specific NAICS code available to describe each type of work. The Authority's directory is updated monthly in accordance with the requirements contained in the regulations. The Authority is a certifying member with the State of Florida Unified Certification Program (UCP). Access to DBE's under the UCP can be obtained by visiting the website at http://www.fl.dot.state.us/equalopportunity.

IX. Over Concentration. (§26.33)

The Authority has not identified over concentration of DBEs such that it would require program provisions to address the over concentration

X. Business Development Programs. (§26.35)

In order to encourage the development of DBEs who are ready, willing and able to bid for and participate in Authority awarded contracts, both as part of and outside of the DBE program, the Authority will participate in the business development program of the Black Business Initiative Fund, the Hispanic Business Initiative Fund, and other such community organizations whose emphasis is on business development. Such business development programs will conform to the guidelines of Appendix "C". Persons interested in participating in the Business Development Program may contact the Authority's Office of Small Business Development.

XI. Required Contract Clauses (§§26.13, 26.29)

A. Contract Assurance

The Authority will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

B. Prompt Payment

The Authority will include the following clause in each DOT-assisted prime contract:

If, in any Application for Payment, the contractor requests payment for items of work performed by a subcontractor or materials supplied by a supplier, then the contractor must pay such subcontractor or supplier, within fifteen (15) days following receipt from the Authority, then the Authority may, at its option, following a request from the unpaid subcontractor or supplier, pay such subcontractor or supplier the applicable sums paid the contractor on account of the subcontractor's work or supplier's materials and deduct such sums from any monies due the contractor in the future unless the contractor can furnish information satisfactory to the Authority that the payment should not be made. The contractor must also promptly return any retainage payments to subcontractor within forty-five (45) days after subcontractor's work is substantially completed.

Any delay or postponement of payment from contractors to subcontractors or suppliers may take place only for good cause, with prior written approval of the Authority. The Authority's options in this paragraph are in addition to any other rights set forth in the Contract.

XII. Monitoring and Enforcement Mechanisms. (§26.37)

The Authority will require contractors to submit information certifying work performed by, and payment made to DBE subcontractors on each contract. The Authority retains the right to audit a contractor's books and records to determine the accuracy of the information reported. In the event the Authority determines a contractor has failed to comply with the DBE participation submitted by contractor and accepted by the Authority, Authority may require contractor to comply, default contractor pursuant to the Authority's contract provisions, and/or disqualify contractor from consideration for award of future Authority contracts.

The Authority will monitor contracts and work sites to ensure work committed to DBEs is actually performed by the DBE to which the work was committed. The Authority will provide written certification of review of contracting records and monitored work sites.

The Authority will bring to the attention of the DOT any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in §26.109.

Appendix "C" lists the regulations, provisions and contract remedies available to the Authority in the event of noncompliance with the DBE Regulation by a participant in procurement activities.

XIII. Overall Goals (§26.45)

Code of Federal Regulations (CFR) 49 Part 26.45 requires the recipient of DOT funds to utilize a two-step process in the development of its overall DBE goals

Step One: Calculation of a base figure that represents the availability of DBEs ready, willing and able to work on Authority contracts.

Step Two: Adjustment of the base figure so the final overall goal represents the amount of participation the Authority might expect in the absence of discrimination or its effects.

Method

The DOT regulations require that the base figure be adjusted for a number of factors. One such factor is the DBE capacity. An acceptable method to make this adjustment to the base figure is not defined. The regulations direct you to consider current capacity of DBEs by measuring volume of work DBEs have performed in recent years in one's DOT-assisted program; evidence from a disparity study that was not included in calculating the base figure; data relating to the ability of DBEs to get financing and bonding; employment, self-employment, education, training and union apprenticeship programs to the extent you can relate it to the opportunities for DBEs to perform in your program.

"But For" Discrimination and the Adjustment of DBE Availability

The regulations also provide that an agency may adjust its baseline DBE availability estimate for factors that suppress DBE availability. In other words, what would DBE availability be "but for" discrimination.

It is in the Authority's best judgment, that at a minimum, it must increase the capacity adjusted availability for "but for" discrimination factors by 2 percent for private sector

exclusion of construction firms and 1 percent each for the evidence of disparities within GOAA's procurement system, and private sector financing barriers.

A. Process

The Authority shall submit its overall DBE goal to DOT on August 1 every three years. Before establishing the overall triennial goal, the Authority will review the United States Census Bureau County Business Patterns to assess the availability of minority owned as well as non-minority owned businesses located within the Authority's normal market area, in addition staff, local contractors, and will consult with chambers of commerce that represent minority and non-minority firms as well as organizations comprised of minority and non-minority contractors to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Authority's efforts to establish a level playing field for the participation of DBEs.

Following this consultation, the Authority will publish a notice of the proposed overall goal, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at the Authority's principal office for 45 days following the date of the notice, and informing the public that the Authority and DOT will accept comments on the goals for forty-five (45) days from the date of the notice. The submitted plan is subject to modifications based upon the Authority's review of any comments received through the date closing the comment period. Following the review period, the Authority will hold a public meeting to explain the goal methodology and provide an opportunity for questions and comments on the proposed goal.

The Authority's overall goal submission to DOT will include a summary of information and comments received during this public participation process and the Authority's responses.

The Authority will begin using the overall goal on October 1 of each year, unless the Authority has received other instructions from DOT.

B. Breakout of Estimated Race-Neutral and Race-Conscious Participation

The Authority will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation. The Authority uses the following race-neutral means to increase DBE participation:

1. Notification to DBE and other small business community organizations that Authority contracting and subcontracting opportunities are available;

2. Providing plans and specifications to DBE and other small business contractor organizations at a reduced cost;

3. Conducting pre-bid conferences to provide firms with an opportunity to ask questions about DBE requirements; DBE contractors will be encouraged to attend theses conferences;

4. Providing DBE and other small business community organizations with lists of firms bidding as prime contractors;

5. Disseminating the Authority's DBE policy by advertising in news media, including minority-focus news media, and by notifying and discussing this policy with all contractors and suppliers;

6. Subdividing as many trade items as prudently possible into small contractual work elements which will enable small trade contractors to compete effectively;

7. Providing procedures for accelerated semi-monthly progress payments to meet certain cash flow needs of DBE and other small business firms;

8. Where reasonable, providing for relaxed bonding requirements;

9. Making monthly or semi-monthly payments to contractors, so that critical cash flow needs of DBE subcontractors can be met;

10. Reimbursing contractors for aggregate purchases of materials and equipment (which have been properly received and satisfactorily stored) in the next succeeding monthly or semi-monthly payment;

11. Assisting prime contractors in efforts to obtain the names and addresses of DBE firms that may be utilized as subcontractors;

12. Providing technical assistance through distribution of the Authority's DBE directory through participation in organizations such as the Alliance and its community partners.

The Authority will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual DBE participation (see §26.51(f)) and will track and report race-neutral and race-conscious participation separately. For reporting purposes, race-neutral DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry a DBE goal; DBE participation on a prime contract exceeding a contract goal; and DBE participation through a

subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

C. Disclosure to the FAA

The Authority will disclose as a percentage to the FAA funds that it anticipates expending on FAA-assisted contracts in the three (3) forthcoming fiscal years.

D. Adjustment of goal

In the event there are changed circumstances, the Authority may adjust its three year goal. Such adjusted goal will be submitted to the DOT for review and approval.

XIV. Small Business Participation. (§26.39)

The Authority is committed to procuring race and gender-neutral small business enterprise participation in construction, professional services and procurement, as prime contractors or subcontractors. These efforts will augment the Authority's race-neutral efforts to meet the DBE goal. By facilitating participation for small businesses, the Authority intends to make possible more DBE participation, and participation by additional DBE firms.

A. Definitions

"Small Business Enterprise" or "SBE" for the purposes of this section XIV means a for-profit business:

1. That is at least 51% owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens;
2. Whose management and daily business operations are controlled by one or more of the individuals who own the small business; and
3. That is not dominant in its field, and which its size is not greater than 50% of the Small Business Administration business size standard(s) found in 13 CFR Part 121 appropriate to the type(s) of work the firm seeks to perform in DOT-assisted contracts under this section of the Authority's DBE Program.

B. Verification

For initial verification of SBEs, the Authority shall require submittal of three (3) years business tax returns for the applicant and affiliates, and an affidavit of gross revenues to the Authority's Office of Small Business Development ("OSBD"). At the option of the Aviation Authority, the OSBD may request and review additional documents including but not limited to a financial statement

from a Certified Public Accountant. Upon review of the stated documents from prospective SBEs, the Authority's OSBD shall make the determination of whether to add the prospective SBE to the Authority's approved list of SBEs. SBEs shall renew their eligibility to participate in the SBE program every year by providing previous years' business tax return, affidavit of gross revenues and at the Authority's option, any additional documents including but not limited to a financial statement from a Certified Public Accountant.

C. Methods

In an attempt to procure small business participation under this section, the Executive Director in conjunction with the Chairman of the Construction Committee and the OSBD may, but is not required or limited to utilizing any of the following strategies:

(1) Establishing SBE set-asides for specific prime projects under the following amounts:

Construction:	$3,000,000
Construction Professional Services:	total project cost: $325,000 Professional fees: $35,000
Procurement of Goods and Services:	(Varying by specific goods or services as directed by the Executive Director).

Florida statutes does not allow set asides for construction professional services selection. However, the Executive Director may for certain projects provide for the small business criterion of the construction professional services overall criterion to carry a higher weight.

(2) On a case-by-case basis, the Authority may consider dividing a project into smaller-sized packages that are within the financial resources and capacity of SBEs. Solicitation documents will clearly identify these contract opportunities.

(3) In certain multi-year design-build contracts or other large contracts the Authority will require bidders on the prime contract to specify elements of the contract or specific subcontracts that are of a size that small businesses, including DBEs, can reasonably perform;

(4) On prime contracts not having DBE contract goals, requiring the prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.

(5) Identifying alternative acquisition strategies and structuring procurements to facilitate the ability of consortia or joint ventures consisting of small businesses, including DBEs, to compete for and perform prime contracts; and

(6) Ensuring that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.

D. Implementation Schedule

The Authority will implement this SBE Program element of its DBE Program within 90 days of receipt of the FAA's approval.

XV. Contract Goals. (§26.51)

The Authority will use contract goals to meet any portion of the overall goal the Authority does not project being able to meet using race-neutral means including but not limited to arranging solicitations, time for the presentation of bids, quantities. Specifications and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses.

Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of the overall goal that is not projected to be met through the use of race-neutral means.

The DBE Liaison Officer will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. The size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

The Authority will express contract goals as a percentage of the total amount of a DOT-assisted contract.

XVI. Good Faith Efforts (§26.53)

A. Information to be Submitted

Each bidder must submit to the Authority, at the times designated in the bid documents:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;

5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.
6. If the contract goal is not met, evidence of good faith efforts; and
7. Such other information as the Authority may request in the invitation or request for bids/proposals.

B. Demonstration of Good Faith Efforts

The obligation of the bidder is to make good faith efforts to meet the DBE contract goal. The bidder can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts to do so. Examples of good faith efforts are found in Appendix A to Part 26 and include:

1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow-up initial solicitations.

2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

3. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

4. (a) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

   (b) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well

as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

Within two (2) business days after receipt of a request from the Authority, competitors failing to meet the DBE contract goal must submit documentation of the good faith efforts they made before submission of the bid/proposal, to achieve the DBE goal. The Authority may evaluate not only the different kinds of efforts made by the bidder, but also the quantity and intensity of those efforts. Efforts made by the competitor after submission of the bid/proposal to meet the DBE contract goal will not be considered by the Authority. The DBE Liaison Officer shall make the determination whether a bidder has made a good faith effort to meet the contract goal.

The Authority will ensure that all information is complete and accurate and adequately documents the bidder's good faith efforts before it commits to the performance of the contract by the bidder.

C. Administrative Reconsideration

1. In the event the Authority's DBE Liaison Officer determines that a bid be rejected for failing to demonstrate good faith efforts, the Authority's Office of Small Business Development shall promptly provide a written explanation of the basis for rejection. A bidder may appeal the DBE Liaison Officer's determination to the Executive Director. The Executive Director is the sole administrative reconsideration contact. The Executive Director plays no role in determining whether good faith efforts were made. The reconsideration must be filed within five (5) working days after receipt of the written explanation of the basis for rejection. The reconsideration shall be submitted in writing to the Executive Director, Greater Orlando Aviation Authority, Orlando International Airport, One Jeff Fuqua Boulevard, Orlando, Florida 32827, 407-825-2001.

2. As part of this reconsideration, the bidder will have the opportunity to provide written argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder will have the opportunity for a hearing before the Executive Director to address the issue of whether it met the goal or made adequate good faith efforts to do. The Executive Director will issue a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the DOT.

D. Good Faith Efforts When a DBE is Replaced on a Contract

A contractor may only terminate a DBE with good cause and not simply for the convenience of the prime contractor. The Authority will require the prime contractor to obtain the Executive Director's prior written approval to terminate the DBE or substitute the DBE. Upon a showing of good cause for the termination by the prime contractor, the Authority will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE. The Authority will require the prime contractor to notify the DBE Officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

The Executive Director may require the prime contractor to provide copies of new or amended subcontracts, or documentation of good faith efforts. If the contractor fails or refuses to comply in the time specified, the Authority may issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply contractor may be deemed in default under the contract.

XVII. Counting DBE Participation (§26.55)

The Authority will count DBE participation toward overall and contract goals as provided in 49 CFR §26.55.
Additionally, in projects utilizing a CM or CMAR method of delivery, the DBE participation goals shall be established by the Capital Management Committee ("CMC"), the Executive Director, or his designee for each division or portion of work. For satisfying the goals established at each division or portion of work, the participation to be counted shall include participation at the first and second tier subcontract levels.

XVIII. Certification (§§26.61 – 26.91)

The Authority will use the certification standards of Subpart D of Part 26 and the certification procedures of Subpart E of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards.

Process

The Authority's certification application form and documentation requirements are found in Exhibit "A" and "B" to this program.

For information about the certification process or to apply for certification, firms should contact the Authority's Office of Small Business Development, Orlando International Airport, 5850 Cargo Road-B Orlando, Florida 32827-4399, (407) 825-3481.

In the event the Authority proposes to remove a DBE's certification, the Authority will follow procedures consistent with §26.87. Exhibit "C" to this program sets forth these procedures in detail. To ensure separation of functions in a decertification, the Authority has determined that the Executive Director will serve as the decision maker in decertification proceedings.

The Authority has established an administrative separation to ensure that the Executive Director will not have participated in any way in the decertification proceeding against the firm (including in the decision to initiate such a proceeding).

If the Authority denies a firm's application or decertifies it, it may not reapply until twelve (12) months have passed from the Authority's action. Upon the Authority's denial and a request by the firm, the Authority must provide the firm a written explanation for the reasons of the denial, specifically referencing the evidence in the record that supports each reason for the denial. All documents and other information on which the denial is based shall be made available to the applicant on request.

Unified Certification Program

The Authority is a certifying member of the State of Florida Department of Transportation Unified Certification Program.

A. Certification Appeals

Any firm or complainant may appeal the Authority's decision in a certification matter to DOT. If a firm or complainant would like to file an appeal, the firm or complainant must send a letter to the department within ninety (90) days of the date of the Authority's decision including information and arguments concerning why the Authority's decision should be reversed. The Department may accept an appeal filed later than ninety (90) days after the date of the decision if the Department determines that there was good cause for the late filing of the appeal. Such appeals may be sent to:

Department of Transportation
Office of Civil Rights, Certification Appeals Branch
400 7th St., SW, Room 2104
Washington, DC 20590

The Authority will promptly implement any DOT certification appeal decisions affecting the eligibility of DBEs for DOT-assisted contracting (e.g., certify a firm if DOT has determined that our denial of its application was erroneous), but only as to contracts to be awarded after the DOT appeal decisions.

B. "No Change" Affidavits and Notices of Change

The Authority requires all DBEs to inform the Authority, in a written affidavit, of any change in its circumstances affecting its ability to meet size, disadvantaged status, ownership or control criteria of Part 26 or of any material changes in the information provided within an application for certification.

The Authority also requires all owners of all DBEs that it has certified to submit, on the anniversary date of their certification, a "no change" affidavit meeting the requirements of §26.83(j). The Authority shall notify all currently certified DBE firms of the obligations to submit such affidavit and notice of change.

Notifications are submitted to the DBE every year. This notification informs DBEs that to submit the no-change affidavit, the owners must swear or affirm that they meet all regulatory requirements of Part 26, including personal net worth. Likewise, if a firm's owner knows or should know that he or she or the

firm fails to meet Part 26 Eligibility Requirement, the obligation to submit a notice of change applies.

C. Personal Net Worth

The Authority requires all disadvantaged owners of applicants and of currently certified DBEs whose eligibility under Part 26 is reviewed, to submit a statement of personal net worth with the application for certification, attached hereto as Exhibit "D".

Section 26.67(2)(ii) sets the personal net worth cap for each disadvantaged owner of a firm applying to participate as a DBE at $1,320,000. In determining net worth the Authority will exclude an individual's ownership interest in the applicant firm and the individual's equity in his or her primary residence with the exception of any portion of such equity that is attributable to excessive withdrawals from the applicant firm. A contingent liability will not reduce an individual's net worth.

XIX. Information Collection and Reporting.

A. Bidders List

The Authority will create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The bidders list will include the name, address, DBE/non-DBE status.

The Authority will collect this information as to subcontractors by requiring bidders to include a list of all firms quoting on subcontract work for each project.

B. Monitoring Payments to DBEs

The Authority will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. Any authorized representative of the Authority or DOT will make these records available for inspection upon request. This reporting requirement also extends to any certified DBE subcontractor.

The Authority will maintain totals of actual payments to DBE firms for work committed to them at the time of contract award.

The Authority will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

C. Reporting to DOT

The Authority will report DBE participation to DOT by submitting annually DOT Form 4630, as modified for use by FAA recipients. Additionally, the Authority will transmit the Uniform Report of Awards or Commitments and Payments found in Appendix B of Part 26 to the FAA.

D. Confidentiality

The Authority will safeguard from disclosure to third parties personal financial information submitted in response to the personal net worth requirement (other than DOT) without the written consent of the submitter.

APPROVAL AND UPDATE HISTORY

Last Approval Authority Board: August 15, 2012
Executive Director:

Supersedes

EXHIBIT "E"

VBE Policy

I. POLICY STATEMENT.

The Veteran Business Enterprise (VBE) Program (Program) of the Greater Orlando Aviation Authority (Aviation Authority) is designed to promote the development of businesses owned and operated by Veteran individuals as defined herein and to ensure opportunities for these firms to compete for work at its facilities. The Program is also designed to promote economic vitality and enhance employment opportunities in the Orlando area and surrounding counties. A diverse pool of qualified and available contractors is necessary to sustain continued growth at the Aviation Authority's airports. The Program will seek to provide full and equal business opportunities to all VBEs in the Aviation Authority's construction contracting, procurement, and professional services activities.

II. DEFINITIONS.

A. Affiliates: Any entity: 1) having the ability to exercise control over the firm under review, 2) under control by the firm being reviewed, or 3) under the common control with the firm under review. The affiliation rules promulgated by the Small Business Administration under 13 C.F.R. 121.103 may be used as a basis for affiliation analysis under this Program.

B. Authority Board: The Greater Orlando Aviation Authority Board that governs the Orlando International Airport and the Orlando Executive Airport.

C. Certification: The process by which an applicant is determined to be a bona fide Veteran Owned Business.

D. Certification Area: The State of Florida.

E. Chief Executive Officer: The Chief Executive Officer of the Aviation Authority or the person or persons designated by the Chief Executive Officer to act on his behalf with respect to issues delegated to the Chief Executive Officer's authority in this Program.

F. Construction and Construction Administrative Services: Professional Services to include construction management, bid and proposal administration, OAR, or other services as identified.

G. Contract: Any agreement with the Aviation Authority for non-federally funded construction projects, the purchase, lease or disposal of supplies or other Goods, maintenance, installation or other Services, including Professional Services. Real property, space use permits, employee benefits, taxes, judgments, agreements for travel, dues, pensions, utilities, subscriptions, auto allowances, debt service requirements, or postage are not included in this Program.

H. Domicile: A firm whose Principal Place of Business is in the Certification Area and which is at least fifty one percent (51%) owned by a person or persons whose Primary Residence is in the Certification Area.

I. Goods: Any supply, material, equipment, product, article, or thing that is purchased by an Aviation Authority department in the accomplishment of its responsibilities.

J. Local Developing Business Program: A program of the Aviation Authority by which it certifies active operating businesses that are domiciled in the Standard Metropolitan Statistical Area and that meet the Revenue Limitations or Gross Profit limitations and that are owned and controlled by one or more individuals whose personal net does not exceed Net Worth Limitations, all as set forth in the Aviation Authority's Local Developing Business Policy.

K. Principal place of business: The VBE headquarters, or the place where the chief or principal affairs and business of the firm are transacted as of the date the procurement documents, including but not limited to: Request for Proposal, Invitation for Bid, or Request for Letters of Interest, is published. This is the office where the VBE books are kept and where the partners, directors, officers, or managers assemble to discuss and transact the important day to day business of the firm.

L. Primary Residence: A place of abode which is recognized and intended to be maintained as the person's principal residence. Persons maintaining other places of abode in another state, or outside of the U.S., may manifest evidence of their Primary Residence to the Aviation Authority by submitting a certified copy of a sworn statement, filed pursuant to §222.17, Florida Statutes, as to what residence constitutes their predominant and principal residence and that they intend to continue it permanently as such.

M. Professional Services: Services rendered by an independent contracting individual or firm having experience in a particular industry or subject matter due to specialized education, training, licensure or skill, of advice, reports, conclusions, recommendations, or other outputs resulting from the time and effort of the service provider, as opposed to the acquisition of specific commodities or of services not requiring any specialized education, licensing, training, or skill.

N. Services: The furnishing of labor, time, expertise or effort, not including the rendition of Professional Services, employment or collective bargaining agreements, or the providing of a tangible end product.

O. Standard Metropolitan Statistical Area (SMSA): This area, according to the United States Department of Census, includes the counties of Orange, Seminole, Osceola and Lake.

P. Veteran: An individual who has served in any branch of the United States Armed Forces as determined by the United States Department of Veteran Affairs or Florida Department of Management Services.

Q. Veteran Business Enterprise or VBE: A business that has been certified by the United States Department of Veteran Affairs or the State of Florida Department of Management Services- Florida Office of Supplier Diversity.

III. SMALL BUSINESS LIAISON OFFICER.

The Aviation Authority has designated a Small Business Liaison Officer. The Office of Small Business Development recommends administration of the program to the Chief Executive Officer. The Small Business Liaison Officer will be responsible for administering the Aviation Authority's VBE Policy, and will conduct periodic surveys to determine whether the Aviation Authority's VBE Policy is achieving its objectives. Annual reports will be used to assist in determining whether the Program is reaching its objective to recruit VBEs for opportunities with the Aviation Authority. If corrective action is necessary, the Small Business Liaison Officer will make appropriate recommendations to the Chief Executive Officer.

The Small Business Liaison Officer will also be responsible for:

A. Providing information to VBEs on the Aviation Authority's contractual needs and future plans;

B. Providing assistance in resolving procurement and contracting issues affecting VBEs;

C. Scheduling seminars to acquaint VBEs with information on Aviation Authority bid specifications, procurement policies, and general bidding requirements;

D. Providing bid specifications and plans to entities providing assistance to small businesses;

E. Evaluating the effectiveness of the Program;

F. Ensuring that only VBEs benefit from the Program;

G. Ensuring that the VBE Directory accurately reflects VBEs available to compete for Contracts;

I. Assisting in monitoring contractors' and subcontractors' compliance with VBE commitments throughout the performance period of Contracts;

J. Attending pre-bid, pre-proposal and pre-construction conferences to explain VBE requirements and respond to questions;

K. Assisting in monitoring mentoring relationships;

L. Participating on bid and proposal review panels;

M. Evaluating the participation and recommend adjustments when appropriate;

N. Ensuring that advertisements for contracting opportunities are placed in local small business media and in plan rooms designed to assist small businesses, and;

O. Performing related duties, as assigned.

IV. PROCEDURES TO ENSURE THAT VBEs HAVE AN EQUITABLE OPPORTUNITY TO COMPETE FOR CONTRACTS AND SUBCONTRACTS.

In order to ensure that VBEs have an equitable opportunity to compete for Contracts and subcontracts, the Aviation Authority will take affirmative steps to facilitate their involvement. These steps include:

A. Notifying small business assistance organizations that Aviation Authority contracting and subcontracting opportunities are available.

B. Providing, upon request, plans and specifications to small business assistance organizations at reduced cost.

C. Participating in pre-bid/pre-proposal conferences to provide firms with an opportunity to ask questions about VBE requirements; VBE firms will be encouraged to attend these conferences.

D. Providing, upon request, VBEs with lists of firms bidding as prime contractors if such information is available.

E. Continuing recruitment efforts directed at VBEs.

F. Identifying as many trade items as are reasonable and prudently possible into small contractual work elements which will enable small firms to compete effectively.

G. Assisting bidders/proposers in efforts to obtain the names and addresses of VBE firms that may be utilized as subcontractors.

H. The Aviation Authority will require a prime contractor to make good faith efforts to replace a VBE that is terminated or has otherwise failed to complete its work on a Contract with another certified VBE. The Aviation Authority will require the contractor to notify the Small Business Liaison Officer immediately of the VBE's

inability or unwillingness to perform and provide documentation as to the replacement firm's VBE status or as to the contractor's good faith efforts, when appropriate, to utilize a VBE to replace the non-performing VBE. Acceptance of the proposed replacement VBE subcontractor will require the prior written approval of the Chief Executive Officer.

V. PROCEDURES TO ASCERTAIN THE ELIGIBILITY OF VBEs.

In order to ensure that only bona fide VBEs benefit from this Program, certain information must be provided to the Aviation Authority prior to award of the Contract and updated upon request during Contract performance. This information will be used to verify the eligibility of firms seeking VBE status. Specifically, if a firm wishes to be considered a Veteran Business Enterprise under the Aviation Authority's VBE Program, the VBE must provide evidence of current VBE certification from either United States Department of Veteran Affairs or the State of Florida Department of Management Services- Florida Office of Supplier Diversity. The Aviation Authority's Small Business Liaison Officer and staff will independently verify the firm's VBE certification. Firms who enter into Contracts with the Aviation Authority should note that the Aviation Authority reserves the right to approve all substitutions of subcontractors before award and during Contract performance.

After the bids are opened and prior to an award of the Contract, the Aviation Authority may request, receive, and consider omitted and supplemental information from the bidders as to the Certification status of VBE firms, if applicable, and of any subcontractor, supplier or joint venture in order to determine VBE status.

Prior to the award of each non-federally funded Contract which is subject to the procedures set forth in this Program, the Aviation Authority's Small Business Liaison Officer will determine whether each firm claiming VBE status and submitting its bid, proposal, or quotation to the Aviation Authority is properly certified as a VBE.

VI. COUNTING VBE PARTICIPATION

A. In non-direct, non-federally funded construction, professional service, and Goods and Services bids/proposals which carry a VBE participation, all bidders/proposers including VBE bidders/proposers, shall meet the VBE participation through first tier participation unless otherwise stated in the bid/proposal documents. Participation can be achieved in the following manner: subcontracts, purchase orders for Goods, and joint ventures (see specific requirements below). The successful bidder/proposer will be credited with the dollar value of the actual work performed by the VBE.

If the VBE provides materials or supplies to the prime contractor in a construction Contract, the participation credited will be the dollar amount equal to sixty percent (60%) of the dollar value of the product unless the VBE is the manufacturer of the

product supplied; in which case, bidders should receive credit for 100% of the dollar amount of the product supplied.

If the VBE provides Goods, VBE participation shall be counted at 100% if the supplier is a manufacturer of the supplies or a dealer that owns, operates, or maintains a store, warehouse, or other establishment which may include distribution systems for bulk items, in which supplies, articles, or equipment of the general character described in the specifications required under Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. If the prime contractor is a VBE, and the firm's primary core competencies are within the scope of the proposal/bid, VBE participation is not required.

B. For projects in which the Aviation Authority participates in the selection of subconsultants to the lead architectural and/or engineering services firm, the participation to be counted shall include participation at the first and second tier subconsultant levels.

C. Additionally, in projects utilizing a Construction Manager at Risk method of delivery, the participation shall include participation at the first and second tier subcontract levels.

D. On a case by case basis, the Chief Executive Officer may permit proposers to achieve Local Developing Business Program participation through VBE participation if the VBE proposed is domiciled in the Orlando SMSA.

VII. VBE JOINT VENTURES.

A. A VBE subcontractor/subconsultant or provider of Goods may be a joint venture, however the following will apply: a VBE must own at least 51% of the joint venture and they must exercise Control and manage the operations of the business on a daily basis.

B. The Small Business Liaison Officer or its designee will determine on a case by case basis if joint ventures will be allowed to bid/propose on VBE procurements. Such determination will be clearly stated in bid/proposal documents.

VIII. OTHER INITIATIVES FOR PROCUREMENT OF GOODS AND SERVICES.

A. Discretionary purchasing limits shall be increased to permit small purchases of Goods and Services in an amount up to a maximum of $12,000 from VBE firms without requiring competitive bidding by the Purchasing Manager or his designee. The Purchasing Manager or designee shall have the authority to issue purchase orders to VBE firms through this non-competitive method when the dollar value of the purchase order does not exceed $12,000 and a properly executed and authorized requisition is received. All such requisitions and purchase orders must be clearly

marked as being non-competitive to facilitate audit and good record keeping practices.

B. At the discretion of the Chief Executive Officer or his designee, direct Contracts may be utilized to increase VBE participation in the procurement of Goods and Services.

IX. EFFECTIVE DATE.

This Program shall become effective upon adoption by the Aviation Authority Board.

APPROVAL AND UPDATE HISTORY

Last Approval	Authority Board: December 20, 2017 Chief Executive Officer: November 10, 2014
Supersedes	All Previous

M. Irizarry
Maria Irizarry
Jan 4 2018 9:02 AM

DocuSign

EXHIBIT "F"

Current Division 0, Division 1 and Specifications

CURRENT DIVISION 0, DIVISION 1 AND SPECIFICATIONS FOR JOB ORDERS (Continuing Vertical Construction Contracts)

Unless the specific award provides otherwise, the Continuing Vertical Contractor shall perform all work awarded through an addendum in accordance with the following Contract Documents (or latest revision):

SECTION	DESCRIPTION	EDITION
00 72 13	General Conditions of the Contract for Construction	10/2020
00 73 00	Supplementary Conditions of the Contract for Construction	10/2020
00 73 19.13	Hazardous Materials	10/2020
00 73 93	Special Conditions Regarding Construction at Airport Facilities	10/2020
00 73 93.01	Security and Badging at Airports	10/2020
01 21 00	Allowances	07/2019
01 23 00	Alternates	07/2019
01 25 00	Substitution Procedures	07/2019
01 29 73	Schedule of Values	07/2019
01 31 00	Project Management and Coordination	07/2019
01 31 14.13	System Interruptions - UON Procedures	07/2019
01 31 19	Project Meetings	07/2019
01 32 13	Scheduling of Work	07/2019
01 32 33	Photographic Documentation	07/2019
01 33 23	Shop Drawings, Product Data and Samples	07/2019
01 42 00	References	07/2019
01 45 00	Quality Control	07/2019
01 50 00	Temporary Facilities and Controls	07/2019
01 55 30	Requirement for Use of Canal Road	07/2019
01 60 00	Product Requirements	07/2019
01 71 23	Field Engineering	07/2019
01 73 29	Cutting and Patching	07/2019
01 74 23	Final Cleaning	07/2019
01 78 00	Closeout Submittals	07/2019
Div. 3	Concrete	12/2014
Div. 4	Masonry	12/2014
Div. 5	Metals	03/2016
Div. 6	Wood, Plastics and Composites	03/2016
Div. 7	Thermal & Moisture Protection: Green and Sustainable Initiatives	12/2014
Div. 8	Openings	03/2016
Div. 9	Finishes	03/2016
Div. 10	Specialties	12/2014
Div. 11	Equipment	08/2017
Div. 12	Furnishings	12/2014
Div. 13	Special Construction	12/2014
Div. 14	Conveying Systems	12/2014
Div. 21	Fire Suppression	12/2015
Div. 22	Plumbing	06/2019
Div. 23	Heating, Ventilating and Air Conditioning (HVAC)	04/2017
Div. 26	Electrical	10/2018
Div. 27	Communications	06/2019
Div. 28	Electronic Safety and Security	07/2017
Div. 32	Exterior Improvements	03/2016

EXHIBIT "G"

Insurance Certificate

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/23/2021

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

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

PRODUCER Sihle Insurance Group, Inc. 1021 Douglas Avenue Altamonte Springs FL 32714	**CONTACT NAME:** Certificate Department **PHONE (A/C, No, Ext):** 407-869-5490 **FAX (A/C, No):** 407-389-3580 **E-MAIL ADDRESS:** Certificates@sihle.com
INSURED RUSHCON-01 RUSH Facilities, LLC 6285 Riverfront Center Boulevard. Titusville FL 32780-8040	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** FCCI Insurance Group 10178 **INSURER B :** National Trust Insurance Company 20141 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1651659513 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	GL10003592402	1/1/2021	1/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee benefits	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X $500 C&C Ded	Y	Y	CA10000788804	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	UMB10002115203	1/1/2021	1/1/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	001WC20A74462	1/1/2021	1/1/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Contractors Equipment			CM10003592302	1/1/2021	1/1/2022	Leased & Rented Equip	$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cyber Liability - Privacy & Security $1,000,000 - Retention $10,000
Continuing Vertical Construction Services, Orlando International and Executive Airports

Blanket Additional Insured status applies when required by written contract. 30-day Notice of Cancellation (10-day for non-payment of premium) shall be provided.

CERTIFICATE HOLDER

The Greater Orlando Aviation Authority
Planning and Engineering
11312 Terminal C Service Rd
Orlando FL 32824

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

STATEMENT OF AGENT OR BROKER

Your insured is required to provide Evidence of Insurance to the Greater Orlando Aviation Authority (hereafter "Authority"). In order for the Authority to determine if your insured's contractual obligations have been fulfilled, the Authority requires the current ACORD form certificate of insurance AND the completion of this Statement of Agent or Broker.

In order for your insured's Evidence of Insurance to be acceptable to the Authority, you must affirm (check) all items on the following checklist:

✓ I represent to Authority that I am authorized by each of the insurers to complete this Statement of Agent or Broker.

✓ A copy of the certificate has been sent to each of the insurers.

✓ I have verified and confirmed an A.M. Best Rating of B+, VI or better for each insurer from the A.M. Best's Insurance Report except with respect to the following: General Liability, Auto and Umbrella

✓ I am aware the Authority requires 30 days notice of any adverse material changes in the coverages or nonrenewal of the policies on this certificate. I have requested an endorsement to such effect, An adverse material change includes any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage or any increase in the insurer's self-insured retention.

✓ I have requested each insurer endorse its policies to state: "The Greater Orlando Aviation Authority, the City of Orlando and their members (including, without limitation, members of the Authority's Board and the City's Council and members of the citizens advisory committees of each), officers, agents and employees, are hereby included as additional insureds as required by the terms of the Contract between the named insured party and the Greater Orlando Aviation Authority." Or alternatively to state, "additional insured status applies when required by contract" or "blanket additional insured applies". I have requested an endorsement to such effect.

✓ The coverage provided by the policies shown is primary in respect to any valid and collectible insurance that the Authority may possess.

✓ None of the policies (except Excess Umbrella or Professional Liability) contains a self-insured retention or deductible provision with respect to third-party coverage. If you cannot affirm this statement, please specify which policy(ies) contain(s) a self-insured retention or deductible and the amount.

Policy #	Coverage	Self-Insured Retention Amount	Deductible Amount
GL10000788805	General Liability		$2,000
CA10000788805	Commercial Auto		$1,000 comp/collision
UMB10002115204	Umbrella	$10,000	

✓ Each of the insurers will pay third party claims from first dollar at 100% value without a requirement that the insured party pay its deductible prior to such time. If not, please explain: _____

✓ All of the insurers shown on the Certificate of Insurance are authorized or approved to write the coverages shown in the State of Florida.

✓ I have completed this Statement and my signature appears on the Certificate of Insurance provided.

Signature: Joanna Engel Date: 09/23/2021

Printed Name: Joanna Engel Broker/Agency Name: Sihle Insurance

Phone: 407-389-3610 Fax: 407-389-8419 E-mail: jengel@sihle.com

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIRST CHOICE CONTRACTORS LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Commercial General Liability Coverage Form, and will apply unless excluded by separate endorsement(s) to the Commercial General Liability Coverage Form.

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended as follows:

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE is amended as follows:

1. **Extended "Property Damage"**

   Exclusion 2.a., Expected or Intended Injury, is replaced with the following:

   a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. **Non-owned Watercraft**

   Exclusion 2.g. (2) (a) is replaced with the following:

   (a) Less than 51 feet long; and

3. **Property Damage Liability – Borrowed Equipment**

   The following is added to Exclusion 2.j. (4):

   Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations. The most we will pay for "property damage" to any one borrowed equipment item under this coverage is $25,000 per "occurrence". The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

4. **Limited Electronic Data Liability**

   Exclusion 2.p. is replaced with the following:

   p. Electronic Data

      Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

   The most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is $10,000.

   We have no duty to investigate or defend claims or "suits" covered by this Limited Electronic Data Liability coverage.

   The following definition is added to **SECTION V – DEFINITIONS** of the Coverage Form:

   "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

For purposes of this **Limited Electronic Data Liability** coverage, the definition of "Property Damage" in **SECTION V – DEFINITIONS** of the Coverage Form is replaced by the following:

17. "Property damage" means:

    a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

    b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it;

    c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

    For purposes of this insurance, "electronic data" is not tangible property.

SECTION I – COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is amended as follows:

Paragraph 2.e. Exclusions – the Contractual Liability Exclusion is deleted.

SECTION I – COVERAGES, the following coverages are added:

COVERAGE D. VOLUNTARY PROPERTY DAMAGE

1. Insuring Agreement

We will pay, at your request, for "property damage" caused by an "occurrence", to property of others caused by you, or while in your possession, arising out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. Exclusions

This insurance does not apply to:

"Property Damage" to:

a. Property at premises owned, rented, leased or occupied by you;

b. Property while in transit;

c. Property owned by, rented to, leased to, loaned to, borrowed by, or used by you;

d. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;

e. Property caused by or arising out of the "products-completed operations hazard";

f. Motor vehicles;

g. "Your product" arising out of it or any part of it; or

h. "Your work" arising out of it or any part of it.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds $250. We will then pay the amount of loss in excess of $250 up to the applicable limit of insurance.

4. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

 Includes copyrighted material of the Insurance Services Office, Inc., with its permission.
Copyright 2015 FCCI Insurance Group

The insurance afforded under COVERAGE D is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

Coverage D covers unintentional damage or destruction, but does not cover disappearance, theft, or loss of use.

The insurance under COVERAGE D does not apply if a loss is paid under COVERAGE E.

COVERAGE E. CARE, CUSTODY OR CONTROL

1. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" caused by an "occurrence", to property of others while in your care, custody, or control or property of others as to which you are exercising physical control if the "property damage" arises out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. Exclusions

This insurance does not apply to:

"Property Damage" to:

a. Property at premises owned, rented, leased or occupied by you;

b. Property while in transit;

c. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;

d. Property caused by or arising out of the "products-completed operations hazard";

e. Motor vehicles;

f. "Your product" arising out of it or any part of it; or

g. "Your work" arising out of it or any part of it.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds $250. We will then pay the amount of loss in excess of $250 up to the applicable limit of insurance.

4. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance afforded under COVERAGE E is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

The insurance under COVERAGE E does not apply if a loss is paid under COVERAGE D.

COVERAGE F. LIMITED PRODUCT WITHDRAWAL EXPENSE

1. Insuring Agreement

a. If you are a "seller", we will reimburse you for "product withdrawal expenses" associated with "your product" incurred because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in SECTION III - LIMITS OF INSURANCE. No other obligation or liability to pay sums or perform acts or services is covered.

 Includes copyrighted material of the Insurance Services Office, Inc., with its permission.
Copyright 2015 ECCI Insurance Group

a. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

(1) You determine that the "product withdrawal" is necessary; or

(2) An authorized government entity has ordered you to conduct a "product withdrawal".

c. We will reimburse only those "product withdrawal expenses" which are incurred and reported to us within one year of the date the "product withdrawal" was initiated.

d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

(1) When you have announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct a "product withdrawal" This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party;

(2) When you received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal; or

(3) When a third party has initiated a "product withdrawal" and you communicate agreement with the "product withdrawal", or you announce to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to participate in the "product withdrawal", whichever comes first.

e. "Product withdrawal expenses" incurred to withdraw "your products" which contain:

(1) The same "defect" will be deemed to have arisen out of the same "product withdrawal"; or

(2) A different "defect" will be deemed to have arisen out of a separate "product withdrawal" if newly determined or ordered in accordance with paragraph 1.b of this coverage.

2. Exclusions

This insurance does not apply to "product withdrawal" expenses" arising out of:

a. Any "product withdrawal" initiated due to:

(1) The failure of "your products" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property.

(2) Copyright, patent, trade secret or trademark infringements;

(3) Transformation of a chemical nature, deterioration or decomposition of "your product", except if it is caused by:

(a) An error in manufacturing, design, processing or transportation of "your product"; or

(b) "Product tampering".

(4) Expiration of the designated shelf life of "your product".

b. A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the inception date of this Coverage Part or prior to the time "your product" leaves your control or possession.

c. Recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A - Bodily Injury And Property Damage Liability by endorsement.

d. Recall of "your products" which have been banned from the market by an authorized government entity prior to the policy period.

e. The defense of a claim or "suit" against you for "product withdrawal expenses".

 Includes copyrighted material of the Insurance Services Office, Inc., with its permission.
Copyright 2015 FCCI Insurance Group

3. For the purposes of the insurance afforded under COVERAGE F, the following is added to 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

   e. Duties In The Event Of A "Defect" Or A "Product Withdrawal"

      (1) You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your products", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:

         (a) How, when and where the "defect" was discovered;

         (b) The names and addresses of any injured persons and witnesses; and

         (c) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

      (2) If a "product withdrawal" is initiated, you must:

         (a) Immediately record the specifics of the "product withdrawal" and the date it was initiated;

         (b) Send us written notice of the "product withdrawal" as soon as practicable; and

         (c) Not release, consign, ship or distribute by any other method, any product, or like or similar products, with an actual, suspected or threatened defect.

      (3) You and any other involved insured must:

         (a) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";

         (b) Authorize us to obtain records and other information; and

         (c) Cooperate with us in our investigation of the "product withdrawal".

4. For the purposes of this Coverage F, the following definitions are added to the Definitions Section:

   a. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.

   b. "Product tampering" is an act of intentional alteration of "your product" which may cause or has caused "bodily injury" or physical injury to tangible property.

      When "product tampering" is known, suspected or threatened, a "product withdrawal" will not be limited to those batches of "your product" which are known or suspected to have been tampered with.

   c. "Product withdrawal" means the recall or withdrawal of "your products", or products which contain "your products", from the market or from use, by any other person or organization, because of a known or suspected "defect" in "your product", or a known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property.

   d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below paid and directly related to a "product withdrawal":

      (1) Costs of notification;

      (2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;

      (3) Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;

      (4) Costs of computer time;

      (5) Costs of hiring independent contractors and other temporary employees;

      (6) Costs of transportation, shipping or packaging;

      (7) Costs of warehouse or storage space; or

(8) Costs of proper disposal of "your products", or products that contain "your products", that cannot be reused, not exceeding your purchase price or your cost to produce the products; but "product withdrawal expenses" does not include costs of the replacement, repair or redesign of "your product", or the costs of regaining your market share, goodwill, revenue or profit.

e. "Seller" means a person or organization that manufactures, sells or distributes goods or products. "Seller" does not include a "contractor" as defined elsewhere in this endorsement.

The insurance under COVERAGE F does not apply if a loss is paid under COVERAGE G.

COVERAGE G. CONTRACTORS ERRORS AND OMISSIONS

1. Insuring Agreement

If you are a "contractor", we will pay those sums that you become legally obligated to pay as damages because of "property damage" to "your product", "your work" or "impaired property", due to faulty workmanship, material or design, or products including consequential loss, to which this insurance applies. The damages must have resulted from your negligent act, error or omission while acting in your business capacity as a contractor or subcontractor or from a defect in material or a product sold or installed by you while acting in this capacity. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

We have no duty to investigate or defend claims or "suits" covered by this Contractors Errors or Omissions coverage.

This coverage applies only if the "property damage" occurs in the "coverage territory" during the policy period.

This coverage does not apply to additional insureds, if any.

Supplementary Payments – Coverage A and B do not apply to Coverage G. Contractors Errors and Omissions.

2. Exclusions

This insurance does not apply to:

a. "Bodily injury" or "personal and advertising injury".

b. Liability or penalties arising from a delay or failure to complete a contract or project, or to complete a contract or project on time.

c. Liability because of an error or omission:

(1) In the preparation of estimates or job costs;

(2) Where cost estimates are exceeded;

(3) In the preparation of estimates of profit or return on capital;

(4) In advising or failure to advise on financing of the work or project; or

(5) In advising or failing to advise on any legal work, title checks, form of insurance or suretyship.

d. Any liability which arises out of any actual or alleged infringement of copyright or trademark or trade dress or patent, unfair competition or piracy, or theft or wrongful taking of concepts or intellectual property.

e. Any liability for damages:

(1) From the intentional dishonest, fraudulent, malicious or criminal acts of the Named Insured, or by any partner, member of a limited liability company, or executive officer, or at the direction of any of them; or

(2) Which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

 Includes copyrighted material of the Insurance Services Office, Inc., with its permission.
Copyright 2015 FCCI Insurance Group

f. Any liability arising out of manufacturer's warranties or guarantees whether express or implied.

g. Any liability arising from "property damage" to property owned by, rented or leased to the insured.

h. Any liability incurred or "property damage" which occurs, in whole or in part, before you have completed "your work." "Your work" will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract or work order has been completed;

(2) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service or maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as complete.

i. Any liability arising from "property damage" to products that are still in your physical possession.

j. Any liability arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

(1) Providing engineering, architectural or surveying services to others; and

(2) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work you perform.

Professional services include the preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications. Professional services also include supervisory or inspection activities performed as part of any related architectural or engineering activities.

But, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

k. Your loss of profit or expected profit and any liability arising therefrom.

l. "Property damage" to property other than "your product," "your work" or "impaired property."

m. Any liability arising from claims or "suits" where the right of action against the insured has been relinquished or waived.

n. Any liability for "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

o. Any liability arising from the substitution of a material or product for one specified on blueprints, work orders, contracts or engineering specifications unless there has been written authorization, or unless the blueprints, work orders, contracts or engineering specifications were written by you, and you have authorized the changes.

p. Liability of others assumed by the insured under any contract or agreement, whether oral or in writing. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. For the purposes of Coverage G, the following definition is added to the Definitions section:

a. "Contractor" means a person or organization engaged in activities of building, clearing, filing, excavating or improvement in the size, use or appearance of any structure or land. "Contractor" does not include a "seller" as defined elsewhere in this endorsement.

4. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds $250. The limits of insurance will not be reduced by the application of the deductible amount.

Copyright 2015 ECGL Insurance Co

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit", and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

5. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance under COVERAGE G does not apply if a loss is paid under COVERAGE F.

COVERAGE H. LOST KEY COVERAGE

1. Insuring Agreement

We will pay those sums, subject to the limits of liability described in SECTION III LIMITS OF INSURANCE in this endorsement and the deductible shown below, that you become legally obligated to pay as damages caused by an "occurrence" and due to the loss or mysterious disappearance of keys entrusted to or in the care, custody or control of you or your "employees" or anyone acting on your behalf. The damages covered by this endorsement are limited to the:

a. Actual cost of the keys;

b. Cost to adjust locks to accept new keys; or

c. Cost of new locks, if required, including the cost of installation.

2. Exclusions

This insurance does not apply to:

a. Keys owned by any insured, employees of any insured, or anyone acting on behalf of any insured;

b. Any resulting loss of use; or

c. Any of the following acts by any insured, employees of any insured, or anyone acting on behalf of any insured:

1) Misappropriation;

2) Concealment;

3) Conversion;

4) Fraud; or

5) Dishonesty.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds $1,000. The limits of insurance will not be reduced by the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

EXPANDED COVERAGE FOR TENANT'S PROPERTY AND PREMISES RENTED TO YOU

The first paragraph after subparagraph (6) in Exclusion j., Damage to Property is amended to read as follows:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

 Includes copyrighted material of the Insurance Services Office, Inc., with its permission.
Copyright 2015 FCCI Insurance Group

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGE A and B is amended as follows:

All references to SUPPLEMENTARY PAYMENTS – COVERAGES A and B are amended to SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, E, G, and H.

1. Cost of Bail Bonds

Paragraph 1.b. is replaced with the following:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Loss of Earnings

Paragraph 1.d. is replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

SECTION II – WHO IS AN INSURED is amended as follows:

1. Incidental Malpractice

Paragraph 2.a.(1)(d) is replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to a nurse, emergency medical technician or paramedic employed by you to provide medical services, unless:

(i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or

(ii) The "employee" has another insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

2. Broadened Who Is An Insured

The following are added to Paragraph 2.:

Subsidiaries

e. Your subsidiaries if:

(1) They are legally incorporated entities; and

(2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy. If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

Additional Insureds

f. Any person or organization described in paragraphs g. through k. below whom you are required to add as an additional insured on this policy under a written contract or agreement in effect during the term of this policy, provided the written contract or agreement was executed prior to the "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured seeks coverage.

However, the insurance afforded to such additional insured(s):

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;

(3) Will not be broader than that which is afforded to you under this policy;

(4) Is subject to the conditions described in paragraphs g. through k. below; and

(5) Nothing herein shall extend the term of this policy.

g. Owner, Lessor or Manager of Premises

If the additional insured is an owner, lessor or manager of premises, such person or organization shall be covered only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you and subject to the following additional exclusions:

(1) Any "occurrence" that takes place after you cease to occupy those premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

h. State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations

If the additional insured is the state or any political subdivision, the state or political subdivision shall be covered only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit or authorization. This insurance does not apply to:

(1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

i. Lessor of Leased Equipment

If the additional insured is a lessor of leased equipment, such lessor shall be covered only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

j. Mortgagee, Assignee, or Receiver

If the additional Insured is a mortgagee, assignee, or receiver of premises, such mortgagee, assignee or receiver of premises is an additional insured only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

k. Vendor

If the additional insured is a vendor, such vendor is an additional insured only with respect to "bodily injury" or "property damage" caused by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded to the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in absence of the contract or agreement.

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in "your product" made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

Copyright 2015 FCCI Insurance Group

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

i. The exceptions contained in Subparagraphs d. or f.; or

ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Newly Formed or Acquired Organizations

Paragraph 3. is amended as follows:

a. Coverage under this provision is afforded until the end of the policy period.

d. Coverage A does not apply to product recall expense arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

SECTION III – LIMITS OF INSURANCE is amended as follows:

1. Paragraph 2. is replaced with the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage C;

b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

c. Damages under Coverage B;

d. Voluntary "property damage" payments under Coverage D;

e. Care, Custody or Control damages under Coverage E.; and

f. Lost Key Coverage under Coverage H.

2. Paragraph 5. is replaced with the following:

5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage A;

b. Medical expenses under Coverage C;

c. Voluntary "property damage" payments under Coverage D;

d. Care, Custody or Control damages under Coverage E;

e. Limited Product Withdrawal Expense under Coverage F;

f. Contractors Errors and Omissions under Coverage G.; and,

g. Lost Key Coverage under Coverage H.

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

3. Paragraph 6. is replaced with the following:

6. Subject to Paragraph 5. above the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you,

 Includes copyrighted material of the Insurance Services Office, Inc., with its permission.
Copyright 2015 ECCI Insurance Group

or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

4. Paragraph 7. is replaced with the following:

7. Subject to Paragraph 5. above, the higher of $10,000 or the Medical Expense Limit shown in the Declarations is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

5. Paragraph 8. is added as follows:

8. Subject to Paragraph 5. above, the most we will pay under Coverage D. Voluntary Property Damage for loss arising out of any one "occurrence" is $1,500. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is $3,000.

6. Paragraph 9. is added as follows:

9. Subject to Paragraph 5. above, the most we will pay under Coverage E. Care, Custody or Control for "property damage" arising out of any one "occurrence" is $1,000. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is $5,000.

7. Paragraph 10. is added as follows:

10. Subject to Paragraph 5. above, the most we will pay under Coverage F. Limited Product Withdrawal Expense for "product withdrawal expenses" in any one-policy period, regardless of the number of insureds, "product withdrawals" initiated or number of "your products" withdrawn is $10,000.

8. Paragraph 11. is added as follows:

11. Subject to Paragraph 5. above, the most we will pay under Coverage G. Contractors Errors and Omissions for damage in any one-policy period, regardless of the number of insureds, claims or "suits" brought, or persons or organizations making claim or bringing "suits" is $10,000.

For errors in contract or job specifications or in recommendations of products or materials to be used, this policy will not pay for additional costs of products and materials to be used that would not have been incurred had the correct recommendations or specifications been made.

9. Paragraph 12. is added as follows:

12. Subject to Paragraph 5. above, the most we will pay under Coverage H., Lost Key Coverage for damages arising out of any one occurrence is $50,000.

10. Paragraph 13. is added as follows:

13. The General Aggregate Limit applies separately to:

a. Each of your projects away from premises owned by or rented to you; or

b. Each "location" owned by or rented to you.

"Location" as used in this paragraph means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. Paragraph 14. is added as follows:

14. With respect to the insurance afforded to any additional insured provided coverage under this endorsement:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

Copyright 2015 FCCI Insurance Group

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. Subparagraph 2.a. of Duties In The Event Of Occurrence, Offense, Claim, or Suit is replaced with the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. This requirement applies only when the "occurrence" or offense is known to the following:

(1) An individual who is the sole owner;

(2) A partner, if you are a partnership or joint venture;

(3) An "executive officer" or insurance manager, if you are a corporation;

(4) A manager, if you are a limited liability company;

(5) A person or organization having proper temporary custody of your property if you die;

(6) The legal representative of you if you die; or

(7) A person (other than an "employee") or an organization while acting as your real estate manager.

To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

2. The following is added to Subparagraph 2.b. of Duties In The Event Of Occurrence, Offense, Claim, or Suit:

The requirement in 2.b.applies only when the "occurrence" or offense is known to the following:

(1) An individual who is the sole owner;

(2) A partner or insurance manager, if you are a partnership or joint venture;

(3) An "executive officer" or insurance manager, if you are a corporation;

(4) A manager or insurance manager, if you are a limited liability company;

(5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization;

(6) A person or organization having proper temporary custody of your property if you die;

(7) The legal representative of you if you die; or

(8) A person (other than an "employee") or an organization while acting as your real estate manager.

3. The following is added to paragraph 2. of Duties in the Event of Occurrence, Offense, Claim or Suit:

e. If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this "occurrence" to us as soon as you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.

4. Paragraph 6. is replaced with the following:

6. Representations

 Includes copyrighted material of the Insurance Services Office, Inc., with its permission.
Copyright 2015 ECCI Insurance Group

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

Any error or omission in the description of, or failure to completely describe or disclose any premises, operations or products intended to be covered by the Coverage Form will not invalidate or affect coverage for those premises, operations or products, provided such error or omission or failure to completely describe or disclose premises, operations or products was not intentional.

You must report such error or omission to us as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium charges or exercise our right of cancellation or nonrenewal.

5. The following is added to paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

However, we waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" under the following conditions:

a) Only when you have agreed in writing to waive such rights of recovery in a contract or agreement;

b) Only as to the person/entity as to whom you are required by the contract to waive rights of recovery; and

c) Only if the contract or agreement is in effect during the term of this policy, and was executed by you prior to the loss.

6. Paragraph 10. is added as follows:

10. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the applicable state(s).

Copyright 2015 FCCI Insurance Group

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Insured Name: RUSH CONSTRUCTION INC
Policy Number: 001-WC20A-74462
Agency Name: 618, Sihle Insurance Group Inc

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 or organizations that, in a written contract executed by both parties prior to the date of the injury covered by this policy, require you to obtain this agreement from us.

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

Issued by: FCCI Insurance Company 24570
Endorsement Number: 0000014
Effective Date: 1/01/20 Date Issued: 1/02/20

Countersigned by_____
Authorized Representative

Copyright 1983 National Council on Compensation Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU – ONGOING OPERATIONS AND PRODUCTS-COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations
(As required by written contract or agreement per Paragraph A. below.) BLANKET

Locations of Covered Operations
(As per the written contract or agreement, provided the location is within the "coverage territory".) BLANKET

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and

 Includes copyrighted material of the Insurance Services Offices, Inc. with its permission.
Copyright 2013 FCCI Insurance Group.

3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or

3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;

3. Will not be broader than that which is afforded to you under this policy; and

4. Nothing herein shall extend the term of this policy.

B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. **Section IV – Commercial General Liability Conditions** is amended as follows:

The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

Copyright 2013 FCCI Insurance Group.

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;

2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and

3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.

 Includes copyrighted material of the Insurance Services Offices, Inc. with its permission.
Copyright 2013 FCCI Insurance Group.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO ADVANTAGE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Business Auto Coverage Form, and will apply unless excluded by separate endorsement(s) to the Business Auto Coverage Form.

With respect to coverages provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by this endorsement.

The Business Auto Coverage Form is amended as follows:

SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended as follows:

A. Paragraph **1. Who Is An Insured** in section **A. Coverage** is amended by the addition of the following:

d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form. However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance. In order for such subsidiaries to be considered insured under this policy, you must notify us of such subsidiaries within 60 days of policy effective date.

e. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain sole ownership or a majority interest. However, coverage under this provision:

(1) Does not apply if the organization you acquire or form is an "insured" under another liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;

(2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(3) Is afforded only for the first 90 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

f. Who Is An Insured is amended to include as an "insured" any person or organization except a person or organization that leases or rents "auto(s)" to you, but only to the extent of his, her, or its liability for whom you and such person or organization have agreed in writing in a contract or agreement, signed and executed by you prior to the loss for which coverage is sought, that such person or organization be added as an additional "insured" on your policy. Certificates of insurance will not be considered an Agreement to Insure.

Such person or organization is an additional "insured" but only with respect to your negligent actions, which cause liability to be imposed on such person or organization without fault on the part of said person or organization.

B. Paragraphs **(2)** and **(4)** under section **2. Coverage Extensions, a. Supplementary Payments** are deleted and replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $350 a day because of time off from work.

 Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

A. Paragraph **4. Coverage Extensions** under section **A. Coverage** is deleted and replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $40 per day to a total maximum of $1,200 for temporary transportation expenses incurred by you because of the total theft of a covered "auto" of the private passenger type or light trucks with a gross vehicle weight of less than 10,000 pounds. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for hired "autos";

(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for hired "autos"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for hired "autos".

However, the most we will pay for any expenses for loss of use to any one vehicle is $40 per day, to a total maximum of $1200.

B. The following is added to paragraph **4. Coverage Extensions** under section **A. Coverage**:

c. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto", its equipment, its contents, or occupants from a covered cause of loss, we will pay up to $1,000 for your liability for fire department service charges:

(1) Assumed by contract or agreement prior to loss; or

(2) Required by local ordinance.

No deductible applies to this additional coverage.

d. Auto Loan/Lease Gap Coverage

The following provisions apply:

(1) If a long term leased "auto", under an original lease agreement, is a covered "auto" under this Coverage Form and the lessor of the covered "auto" is named as an additional "insured" under this policy, in the event of a total "loss" to the leased covered "auto", we will pay any unpaid amount due on the lease, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:

(a) Overdue lease payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the lease; and

(e) Carry-over balances from previous loans or leases.

 Includes copyrighted material of the Insurance Services Office, Inc., with its permission.
Copyright 2018 FCCI Insurance Group.

(2) If an owned "auto" is a covered "auto" under this Coverage Form and the loss payee of the covered "auto" is named a loss payee under this policy, in the event of a total loss to the covered "auto", we will pay any unpaid amount due on the loan, less the amount paid under the Physical Damage Coverage Section of the policy; and less any;

(a) Overdue loan payments at the time of the "loss";

(b) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan; and

(c) Carry-over balances from previous loans.

C. Section **D. Deductible** is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations subject to the following:

Any Comprehensive Coverage deductible shown in the Declarations does not apply to:

(1) "Loss" caused by fire or lightning; and

(2) Glass damage if repaired rather than replaced.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

A. The following is added to paragraph **a.** under section **A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss**:

This duty applies when the "accident", claim, "suit" or "loss" is first known to:

(a) You, if you are an individual;

(b) A partner, if you are a partnership;

(c) An executive officer or insurance manager, if you are a corporation; or

(d) A member or manager, if you are a limited liability company.

B. The following is added to Condition **2. Concealment, Misrepresentation or Fraud** under section **B. General Conditions**:

However, if you unintentionally fail to disclose any hazards at the inception of your policy, we will not deny coverage under this Coverage Form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

 Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399

MEMORANDUM

TO: Members of the Aviation Authority

FROM: Davin D. Ruohomaki, Chairman, Professional Services Committee

DATE: September 15, 2021

ITEM DESCRIPTION

Recommendation of the Professional Services Committee to Rank Firms Shortlisted for Continuing Vertical Construction Services at the Orlando International Airport, Orlando Executive Airport and Other Facilities operated by the Aviation Authority

BACKGROUND

The current Continuing Vertical Construction Services Agreements expire in November 2021.

On May 23 and 26, 2021, a notice was publicly advertised requesting Letters of Interest (LOIs) for Continuing Vertical Construction Services at the Orlando International Airport, Orlando Executive Airport and Other Facilities operated by the Aviation Authority. These services will be for projects with a contract amount that does not exceed $2 Million, in accordance with Aviation Authority policies.

The scope of work to be performed under these continuing vertical construction services contracts includes, but is not limited to, general site construction, design-build, foundation, structural, masonry, electrical, plumbing, mechanical, interior and exterior finishes, painting, roofing, furnishings, and other work normally associated with vertical construction.

The terms of these continuing contracts shall be for a period of three years with optional renewal periods of two additional one-year terms, to be exercised at the discretion of the Aviation Authority and accepted by both parties.

ISSUES

By June 24, 2021, sixteen firms responded to the Aviation Authority's advertisement for the above referenced services as follows *(in alphabetical order)*:

- The Roderick Group, Inc. dba Ardmore Roderick
- Charles Perry Partners, Inc.*
- Clancy & Theys Construction Co.
- Collage Design and Construction Group, Inc. dba The Collage Companies
- Gomez Construction Co.
- H.A. Contracting Corporation
- H. W. Davis Construction, Inc.
- Johnson-Laux Construction, LLC
- LEGO Construction Co.
- McCree Design Builders, Inc.
- Mejia International Group Corporation
- Ovation Construction Company
- R.L. Burns, Inc.
- RUSH Facilities, LLC
- T&G Corporation dba T&G Constructors
- Votum Construction, LLC

*The Letter of Interest submitted by Charles Perry Partners, Inc. was delivered late at 2:05 p.m. on Thursday, June 24, 2021.

On August 10, 2021, the Professional Services Committee (PSC) met to consider the responses to the advertised services. The PSC voted to deem the LOI submitted by Charles Perry Partners, Inc. as non responsive.

Based on the LOIs, staff's evaluation, and past performance on Aviation Authority or related projects, the PSC shortlisted the following firms for further consideration, *(in alphabetical order)*:

- The Roderick Group, Inc. dba Ardmore Roderick
- Clancy & Theys Construction Co.
- Collage Design and Construction Group, Inc. dba The Collage Companies
- Gomez Construction Co.
- H.A. Contracting Corporation
- H. W. Davis Construction, Inc.
- Johnson-Laux Construction, LLC
- LEGO Construction Co.
- McCree Design Builders, Inc.
- Mejia International Group Corporation
- Ovation Construction Company
- R.L. Burns, Inc.
- RUSH Facilities, LLC
- T&G Corporation dba T&G Constructors
- Votum Construction, LLC

On September 1 and 2, 2021, the PSC met to consider the shortlisted firms. Each of the shortlisted firms was interviewed and evaluated by the PSC based on the following criteria:

- Comprehensive Approach
- Qualifications and Experience of Firm
- Qualifications and Experience of Key Personnel
- Licensure
- Insurance
- Bonding Capacity
- Commitment to Disadvantaged Business Enterprise (DBE), Minority Women Business Enterprise (MWBE), and Local Disadvantages Business (LDB)/Veteran Business Enterprise (VBE) Participation Programs
- References

The PSC reviewed each firm's LOI and considered each interview. At the conclusion of the interviews and discussion, the PSC concluded that it would be most advantageous to the Aviation Authority to select all fifteen shortlisted firms, thus securing both institutional knowledge and expertise, as well as providing the skillsets required to meet future demands with a strong and diverse pool of firms. The PSC recommended the ranking below and approval of no cost agreements for continuing vertical construction services with all fifteen ranked firms.

First: **Gomez Construction Co. (GOMEZ):** GOMEZ provided an excellent LOI, which included a thorough project approach, and a concise understanding of the services required, and was very responsive during the interview. GOMEZ has a very experienced team with extensive similar work experience. GOMEZ is located in Winter Park, FL and has been in business for over 39 years. GOMEZ's project manager has over 43 years of construction management experience. GOMEZ is currently one of the Aviation Authority's continuing vertical contractors and has performed well during its tenure. GOMEZ's project experience includes numerous projects at the Orlando International Airport, to include Hyatt Hemisphere Kitchen and Dining Renovations (Design/Build); New Construction of Cask and Larder Restaurant and Bahama Breeze Restaurant; Kennedy Space Center Airport Store Renovation; and Replacement of the North Terminal Cooling Towers. GOMEZ provided the required quality control program, insurance,

licensing, financial statements, and received positive reference responses. GOMEZ is a certified MWBE firm, and provided the required written action plan to achieve the DBE, MWBE and LDB/VBE participation goals and its statement of commitment to the Aviation Authority's DBE, MWBE and LDB/VBE programs.

Second: **R.L Burns, Inc. (RLB):** RLB provided an excellent LOI, which included a strong project approach, and a clear understanding of the services required, and was very responsive during the interview. RLB has a very experienced team with extensive similar work experience. RLB is located in Orlando, FL and has been in business for over 27 years. RLB's project manager has over 26 years of construction management experience. RLB is currently one of the Aviation Authority's continuing vertical contractors and has performed well during its tenure. In addition to its experience on numerous projects with the Aviation Authority, RLB's project experience includes Orange County Convention Center Valencia Ballroom Pre-Function Area Upgrades, Orlando; and, Orange County Public Schools Radio Enhancement Installations, Orlando. RLB provided the required quality control program, insurance, licensing, financial statements, and received positive reference responses. RLB is a certified MWBE and VBE firm, and provided the required written action plan to achieve the DBE, MWBE and LDB/VBE participation goals and its statement of commitment to the Aviation Authority's DBE, MWBE and LDB/VBE programs.

Third: **The Roderick Group, Inc. dba Ardmore Roderick (ARDMORE):** ARDMORE provided an excellent LOI, which included a thorough project approach, and a concise understanding of the services required, and was very responsive during the interview. ARDMORE has an experienced team with extensive similar work experience. ARDMORE is located in Orlando, FL and has been in business for over 18 years. ARDMORE's project manager has over 25 years of construction management experience. ARDMORE's project experience includes Lockheed Martin Space Systems, B810 Design/Build Services and B811 Renovation, Titusville, FL; MCO South Terminal C Landside Terminal Building, Ground Transportation Facility and Parking Garage, Orlando; and, Chicago Department of Aviation, O'Hare 21 Program and O'Hare Modernization Program, IL. ARDMORE provided the required quality control program, insurance, licensing, financial statements, and received positive reference responses. ARDMORE is a certified DBE and MWBE firm, and provided the required written action plan to achieve the DBE, MWBE and LDB/VBE participation goals and its statement of commitment to the Aviation Authority's DBE, MWBE and LDB/VBE programs.

Fourth: **H. W. Davis Construction, Inc. (HWD):** HWD provided an excellent LOI, which included a strong project approach, and a clear understanding of the services required, and was very responsive during the interview. HWD has a very experienced team with extensive similar work experience. HWD is located in Orlando, FL and has been in business for over 36 years. HWD's project manager has over 30 years of construction management experience. HWD is currently one of the Aviation Authority's continuing vertical contractors and has performed well during its tenure. HWD's project experience includes numerous projects at the Orlando International Airport, to include includes BP-488, West Security Screening Checkpoint, Package 1; BP-491, West Security Screening Checkpoint, Package 2; and V906, West Security Video Wall. HWD provided the required quality control program, insurance, licensing, financial statements, and received positive reference responses. HWD provided the required written action plan to achieve the DBE, MWBE and LDB/VBE participation goals and its statement of commitment to the Aviation Authority's DBE, MWBE and LDB/VBE programs.

Fifth: **Votum Construction, LLC (VOTUM):** VOTUM provided an excellent LOI, which included a concise project approach, and a clear understanding of the services required, and was very responsive during the interview. VOTUM has an experienced team with similar work experience. VOTUM is located in Orlando, FL and has been in business for over 12 years. VOTUM's project manager has over 10 years of construction management experience. VOTUM has completed numerous projects through its Continuing Services contracts with the Orange County Public Schools, Orlando Health, Valencia

College, Florida Agricultural and Mechanical University (FAMU), and the University of Central Florida. Specific projects through these contracts include Construction of Horizon High School, Winter Garden, FL; and, Campus renovations of parking garages and buildings at FAMU, Tallahassee, FL. VOTUM provided the required quality control program, insurance, licensing, financial statements, and received positive reference responses. VOTUM is a certified DBE, MWBE and LDB firm, and provided the required written action plan to achieve the DBE, MWBE and LDB/VBE participation goals and its statement of commitment to the Aviation Authority's DBE, MWBE and LDB/VBE programs.

Sixth: **Clancy & Theys Construction Co. (C&T):** C&T provided an excellent LOI, which included a thorough project approach, and a concise understanding of the services required, and was very responsive during the interview. C&T has a very experienced team with extensive similar work experience. C&T is located in Winter Garden, FL and has been in business for over 72 years. C&T's project manager has over 22 years of construction management experience. C&T's project experience includes numerous construction projects through its Continuing Contracts with Orange County, Osceola County and Seminole County Public School Districts, FL; Continuing Contract with Osceola County Government, FL; Continuing Contract with the University of Central Florida; Continuing Contract with the City of Inverness, FL; Greater Orlando Aviation Authority; and, Eola Centre Park Improvements, Orlando, FL. C&T provided the required quality control program, insurance, licensing, financial statements, and received positive reference responses. C&T provided the required written action plan to achieve the DBE, MWBE and LDB/VBE participation goals and its statement of commitment to the Aviation Authority's DBE, MWBE and LDB/VBE programs.

Seventh: **McCree Design Builders, Inc. (MCCREE):** MCCREE provided an excellent LOI, which included a concise project approach, and a clear understanding of the services required, and was very responsive during the interview. MCCREE has a very experienced team with similar work experience. MCCREE is located in Orlando, FL and has been in business for over 95 years. MCCREE's project manager has over 46 years of construction management experience. MCCREE's project experience includes West Orange Health District Site Development, Winter Garden, FL; Orlando Science Center Classrooms and Flight Simulator Lab and Kids Town USA Renovations, Orlando; Nona Smiles New Facility Construction, Orlando; Jones High School Renovations, Orlando; Christner's Prime Steak & Lobster Restaurant Renovation and Expansion, Orlando; Bay Hill Club & Lodge Renovations and Expansion, Orlando; Guardian Care Skilled Nursing and Rehabilitation Site Development, Orlando; The Master's Academy Renovations and Expansion, Oviedo, FL; United Systems and Software, Inc. Interior Renovations, Lake Mary, FL; and, GE Transportation Renovations, Melbourne, FL. MCCREE provided the required quality control program, insurance, licensing, financial statements, and received positive reference responses. MCCREE provided the required written action plan to achieve the DBE, MWBE and LDB/VBE participation goals and its statement of commitment to the Aviation Authority's DBE, MWBE and LDB/VBE programs.

Eighth: **Collage Design and Construction Group, Inc. dba The Collage Companies (COLLAGE):** COLLAGE provided an excellent LOI, which included a thorough project approach, and a clear understanding of the services required, and was very responsive during the interview. COLLAGE has a very experienced team with extensive similar work experience. COLLAGE is located in Lake Mary, FL and has been in business for over 40 years. COLLAGE's project manager has over 28 years of construction management experience. COLLAGE is currently one of the Aviation Authority's continuing vertical contractors and has performed well during its tenure. In addition to its experience on numerous projects with the Aviation Authority, COLLAGE's project experience includes West Orange Chamber Renovations, Winter Garden, FL; Triple M Tube Tech Manufacturing Facility, Ruskin, FL; Amtrak Tampa Union Station Renovations, Tampa, FL; Ocoee Lakeshore Center Renovation and Expansion, Ocoee, FL; Varsity Club Community Center Renovations, Orlando, FL; and Aloft Lake Buena Vista New Hotel Construction, Orlando, FL. COLLAGE provided the required quality control

program, insurance, licensing, financial statements, and received positive reference responses. COLLAGE provided the required written action plan to achieve the DBE, MWBE and LDB/VBE participation goals and its statement of commitment to the Aviation Authority's DBE, MWBE and LDB/VBE programs.

Ninth: **Johnson-Laux Construction, LLC (J-L):** J-L provided an excellent LOI, which included a strong project approach, and a clear understanding of the services required, and was very responsive during the interview. J-L has a very experienced team with extensive similar work experience. J-L is located in Winter Garden, FL and has been in business for over 21 years. J L's project manager has over 29 years of construction management experience. J-L's project experience includes numerous construction projects through its Job Order Contracts with the United States Postal Service (Florida North and South), State of Georgia, State of Florida, Orange County Public Schools, Broward County Public Schools, Cape Canaveral Air Force Station, City of Orlando, City of Tampa, City of Miami, City of Atlanta, and the Metropolitan Atlanta Rapid Transit Authority. Additional similar projects include the South Airport Intermodal Terminal Facility at Orlando International Airport; Tampa International Airport Baggage Claim Ceiling Replacement and Monorail Roof Replacement; Sheltair New Fixed Base Operator (FBO) Terminal, and New Hangars 15-16, at Orlando Executive Airport; New Sheltair Savannah Hilton Head International Airport, GA; Sheltair Aviation Hangar and Office Expansion and Renovations-Code Upgrades at St. Petersburg-Clearwater International Airport; and, Obstruction Lights at Peter O'Knight Airport and Tampa Executive Airport, FL. J L provided the required quality control program, insurance, licensing, financial statements, and received positive reference responses. J-L is a certified MWBE firm, and provided the required written action plan to achieve the DBE, MWBE and LDB/VBE participation goals and its statement of commitment to the Aviation Authority's DBE, MWBE and LDB/VBE programs.

Tenth: **T&G Corporation dba T&G Constructors (T&G):** T&G provided an excellent LOI, which included a thorough project approach, and a clear understanding of the services required, and was very responsive during the interview. T&G has a very experienced team with extensive similar work experience. T&G is located in Orlando, FL and has been in business for over 34 years. T&G's project manager has over 22 years of construction management experience. T&G is currently one of the Aviation Authority's continuing vertical contractors and has performed well during its tenure. In addition to its experience on numerous projects with the Aviation Authority, T&G's project experience includes Orange County Convention Center West Building Office Space Build out, and Additional Mezzanine, Orlando; Orange County Library System Refurbishment of the Alberston Room, Orlando; Walt Disney World Warehouse Build-Out and Expansion, and Golden Oak Cast Member Building, Orlando; Osceola County School District TECO East Diesel Lab Renovations (Phases 1 and 2), Kissimmee; Tavistock Development Office Build-Out, Lake Nona, FL; and, Tohopekaliga Water Authority Headquarters - Office Expansion/Renovations, Kissimmee. T&G provided the required quality control program, insurance, licensing, financial statements, and received positive reference responses. T&G is a certified MWBE firm, and provided the required written action plan to achieve the DBE, MWBE and LDB/VBE participation goals and its statement of commitment to the Aviation Authority's DBE, MWBE and LDB/VBE programs.

Eleventh: **Ovation Construction Company (OVATION):** OVATION provided an excellent LOI, which included a concise project approach, and a clear understanding of the services required, and was very responsive during the interview. OVATION has an experienced team with similar work experience. OVATION is located in Oviedo, FL and has been in business for over 13 years. OVATION's project manager has over 35 years of construction management experience. OVATION's project experience includes St. Augustine Storm Rider Structure and Infrastructure Installation for Florida Power & Light Company, St. Augustine, FL; Valencia College West Campus Energy Management and Controls Technology Lab Phase II Installation, Orlando; Triple Concept Store Renovation, Oviedo Mall, FL; Sanford Amtrak Column

Painting, Sanford Amtrak Auto Train Station, FL; University of Central Florida Art Gallery Demolition and Build-out, Downtown Orlando Campus, and Engineering 1 Building and Lockheed Martin Cyber Lab Renovations at Main Campus; and Winter Park City Hall Office Renovations, FL. OVATION provided the required quality control program, insurance, licensing, financial statements, and received positive reference responses. OVATION provided the required written action plan to achieve the DBE, MWBE and LDB/VBE participation goals and its statement of commitment to the Aviation Authority's DBE, MWBE and LDB/VBE programs.

Twelfth: **H.A. Contracting Corporation (HACC):** HACC provided an excellent LOI, which included a concise project approach, and a clear understanding of the services required, and was very responsive during the interview. HACC has an experienced team with similar work experience. HACC is located in Doral, FL and has been in business for over 38 years. HACC's project manager has over 40 years of construction management experience. HACC's project experience includes Tampa International Airport Airside A Sort Conveyor Support Structural Rehabilitation, and Commercial Ground Transportation Facility and Main Terminal Baggage Claim Construction, FL; Miami International Airport South Terminal Work, FL; and, Orlando International Airport South Terminal C Concourse – Masonry Work, FL. HACC provided the required quality control program, insurance, licensing, financial statements, and received positive reference responses. HACC provided the required written action plan to achieve the DBE, MWBE and LDB/VBE participation goals and its statement of commitment to the Aviation Authority's DBE, MWBE and LDB/VBE programs.

Thirteenth: **LEGO Construction Co. (LEGO):** LEGO provided an excellent LOI, which included a concise project approach, and a clear understanding of the services required, and was very responsive during the interview. LEGO has an experienced team with extensive similar work experience. LEGO is located in Orlando, FL and has been in business for over 15 years. LEGO's project manager has over 38 years of construction management experience. LEGO's project experience includes numerous construction projects through its Job Order Contracts with Orange County Public Schools, Broward County Public Schools, Miami Dade Public Schools, Hillsborough County Public Schools, City of Hollywood (FL), United States Postal Service, State of Florida Department of Juvenile Justice, U.S. Army Corps of Engineers, the U.S. Air Force, and the U.S. Coast Guard. Additional similar projects include the West Wing 10th Floor Interior Renovations, Jackson Health System, FL; Fire Stations 81, 67 and 55 Renovations, Weston, FL; and, Lakeside Medical Center Pharmacy Upgrades, FL. LEGO provided the required quality control program, insurance, licensing, financial statements, and received positive reference responses. LEGO is a certified DBE and MWBE firm, and provided the required written action plan to achieve the DBE, MWBE and LDB/VBE participation goals and its statement of commitment to the Aviation Authority's DBE, MWBE and LDB/VBE programs.

Fourteenth: **Mejia International Group Corporation (MEJIA):** MEJIA provided an excellent LOI, which included a concise project approach, and a clear understanding of the services required, and was very responsive during the interview. MEJIA has an experienced team with similar work experience. MEJIA is located in Coral Springs, FL and has been in business for over 13 years. MEJIA's project manager has over 25 years of construction management experience. MEJIA's project experience includes Apalachee Regional Park, Leon County, FL; Miami Executive Airport Air Traffic Control Tower Rehabilitation and Upgrades/Repairs, Miami, FL; Palm Beach International Airport Air Traffic Control Tower Demolition, Palm Beach, FL; and, Low Level Wind Shear Alert System for the Federal Aviation Administration at Orlando International Airport. MEJIA provided the required quality control program, insurance, licensing, financial statements, and received positive reference responses. MEJIA is a certified MWBE firm, and provided the required written action plan to achieve the DBE, MWBE and LDB/VBE participation goals and its statement of commitment to the Aviation Authority's DBE, MWBE and LDB/VBE programs.

Fifteenth: **RUSH Facilities, LLC (RUSH):** RUSH provided an excellent LOI, which included a concise project approach, and a clear understanding of the services required, and was very responsive during the interview. RUSH has an experienced team with similar work experience. RUSH is located in Titusville, FL and has been in business for over 20 years. RUSH's project manager has over 35 years of construction management experience. RUSH's project experience includes Titus Landing Medical Office Building Construction, Parrish Medical Center, Titusville; Shuttle Launch and Landing Facility, Kennedy Space Center, FL; Legacy Academy Construction for MORCOR, Ltd., Titusville; BP-00417, Minimum Point of Entry Construction, Orlando International Airport; Morton Salt Compressor Building Construction, Port Canaveral, FL; and, Astronaut Hall of Fame Roof Replacement, Kennedy Space Center, Titusville. RUSH provided the required quality control program, insurance, licensing, financial statements, and received positive reference responses. RUSH provided the required written action plan to achieve the DBE, MWBE and LDB/VBE participation goals and its statement of commitment to the Aviation Authority's DBE, MWBE and LDB/VBE programs.

ALTERNATIVES

The Aviation Authority Board may send the matter back to committee for further consideration or reject all submittals.

FISCAL IMPACT

There is no fiscal impact for the base agreements. Future addenda will be based on specific tasks of work as assigned and negotiated, and approved in accordance with the Aviation Authority's policies.

RECOMMENDED ACTION

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation of the Professional Services Committee and (1) approve the ranking of the firms for Continuing Vertical Construction Services at the Orlando International Airport, Orlando Executive Airport and Other Facilities operated by the Aviation Authority, as follows: First - Gomez Construction Co.; Second – R.L. Burns, Inc.; Third – The Roderick Group, Inc. dba Ardmore Roderick; Fourth – H.W. Davis Construction, Inc.; Fifth - Votum Construction, LLC; Sixth - Clancy & Theys Construction Co.; Seventh – McCree Design Builders, Inc.; Eighth – Collage Design and Construction Group, Inc. dba The Collage Companies; Ninth – Johnson-Laux Construction, LLC; Tenth – T&G Corporation dba T&G Constructors; Eleventh – Ovation Construction Company; Twelfth - H.A. Contracting Corporation; Thirteenth – LEGO Construction, Co.; Fourteenth – Mejia International Group Corporation; and Fifteenth – RUSH Facilities, LLC; (2) approve a no cost Continuing Vertical Construction Services Agreement with all fifteen ranked firms; and, (3) authorize an Aviation Authority Officer or the Chief Executive Officer to execute the necessary contract documents following satisfactory review by legal counsel.