GREATER ORLANDO AVIATION AUTHORITY

P20-22 CENTRAL RECEIVING AND DISTRIBUTION CENTER (CRDC) SERVICES

Contractor: Bradford Airport Logistics, Ltd

Contract Term: March 2022 – March 2029

SPA: Janice Hughes

Revised Contract

This Agreement/Contract is made and entered into effective as of the 5 day of April 2022, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called Aviation Authority, and **BRADFORD AIRPORT LOGISTICS, LTD**, hereinafter called Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to furnish and provide all supervision, personnel, labor, parts, tools, materials, transportation, equipment, supplies, fixtures, inspections, personal protective equipment, incidentals, insurance, and performance bond for operating Central Receiving and Distribution Center, to include inspections, for all concessionaires and tenants operating at the Orlando International Airport and all other items necessary or proper for, or incidental to, performing its obligations under **Purchasing Proposal 20-22 Central Receiving and Distribution Center**, in accordance with the Contract Documents which consist of the Contract, Proposal Price Pages, the General Information, the Special Conditions, the Specifications, the Terms and Conditions, the Federal Provisions, any Addenda issued prior to the execution of the Contract, and the Request for Proposals, each of which are incorporated herein by this reference.

If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of the Contract Documents, then the Aviation Authority may avail itself of any or all remedies provided in the Contract Documents, or which are otherwise available by applicable law or in equity, and shall have the right and power to proceed in accordance with the provisions thereof. **It is also agreed that Contractor shall not be subject to any fees, fines, penalties, demurrages, consequential or liquidated damages as a result of any delay caused by the Aviation Authority.**

An extension of time for performance shall be the Contractor's sole and exclusive remedy for any delay of any kind or nature caused by Aviation Authority, and in no event shall Contractor be entitled to recover from Aviation Authority any indirect, incidental, special or consequential damages in any proceeding arising out of or relating to this Contract or the breach thereof.

It is also agreed and understood that the acceptance of the last payment pursuant to the Terms and Conditions for work performed hereunder by the Contractor shall be considered as a release in full of all claims against Aviation Authority and its members, officers, agents and employees arising out of, or by reason of, the Contract obligations or work.

In consideration of the Contractor's obligations set forth in the Contract Documents, Aviation Authority agrees to pay to the Contractor upon satisfactory completion of such obligations, and subject to the Contract provisions, the compensation as set forth in **Proposal Price Pages** subject to such additions and deductions as may be provided in the Contract Documents and any duly approved and executed amendments thereto.

IN WITNESS WHEREOF, the said **GREATER ORLANDO AVIATION AUTHORITY** has caused this Contract to be executed in its name by its Chief Executive Officer, attested by its Secretary or Assistant Secretary, and the said Contractor has hereunto set its hand and seal.

"AVIATION AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

By: _____ Kevin Thibault, Chief Executive Office, Apr 4 2022 2:44 PM DocuSign

Its: _____

Date: _____

Official Seal

Attest: _____
Asst. Secretary

"CONTRACTOR"

WITNESSED BY:

_____
(Seal)

_____

BRADFORD AIRPORT LOGISTICS, LTD

By: _____
(Signature of Owner or General Partner)

Its: CEO, BBMP, LLC
(Title)

Benjamin B. Richter
Name of Owner or General Partner Printed Or Typed

Date: 3/30/2022

Approved as to Form and Legality
this 1st day of April, 20 22
Nelson Mullins Riley & Scarborough, LLP
By _____
Greater Orlando Aviation Authority

ORIGINAL

Performance Bond No.: 800094696

Performance Bond Expiration Date: 3/30/2023

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS that BRADFORD AIRPORT LOGISTICS, LTD., hereinafter called Principal, and ATLANTIC SPECIALTY INSURANCE COMPANY, a corporation organized under the laws of the State of MINNESOTA and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Aviation Authority, in the Penal Sum of **Two Million Dollars ($2,000,000.00)**, for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement entered into a Contract with Aviation Authority for **Purchasing Proposal 20-22 Central Receiving and Distribution Center at Orlando International Airport,** in accordance with the Contract Documents which are incorporated therein by reference and made a part thereof, and which collectively are herein referred to as the Contract.

WHEREAS, Surety is authorized to do business in the State of Florida.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs each of its obligations under said Contract, including, but not limited to, any warranty provisions, in the time and manner prescribed in the Contract; and

2. Pays Aviation Authority all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of Principal, or latent defects in the goods or services furnished by Principal), expenses, costs and attorneys' fees for and in connection with all trial and appellate proceedings, that Aviation Authority sustains resulting directly or indirectly from any breach or default by Principal under the Contract; and

3. Pays Aviation Authority all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services) for and in connection with all trial, appellate and bankruptcy proceedings, that the Aviation Authority sustains resulting directly and indirectly from conduct of the Principal, including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other person or entity for whom the Principal is responsible, then this bond is void; otherwise it remains in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants or conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Aviation Authority for all such loss or damage (including, but not limited to,

reasonable attorneys' fees and other legal and court costs) resulting from or in connection with any failure to perform up to the amount of the Penal Sum.

In the event the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Aviation Authority harmless from any and all loss, damage, cost and expense, including, but not limited to, reasonable attorneys' fees and other legal and court costs for all trial, appellate and bankruptcy proceedings, resulting directly or indirectly from or in connection with the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Aviation Authority's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Aviation Authority and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Aviation Authority to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Aviation Authority or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

The institution of suit upon this Bond is subject to the limitations period in accordance with Section 95.11, Florida Statutes.

Any changes in or under the Contract Documents (which include, but are not limited to, the Specification and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligation under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall be increased or the term of this bond extended in accordance with any amendments or other modifications to the Contract Documents entered into by Aviation Authority and Principal.

Notwithstanding the provisions of the Contract, the term of this bond shall apply from day of 3/31/2022 until day of 3/30/2023, and may be extended by the Surety by Continuation Certificate. It is expressly agreed and understood by all parties that this bond specifically covers only the term of the Agreement as per the dates shown above and that the Surety's liability does not extend beyond that time period. Surety, at its sole discretion, may elect to renew this obligation for an additional year(s) but under no circumstances is obligated to do so.

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK
COUNTY OF NEW YORK

On the 31st day of March in the year 2022, before me personally came D. Nicholas Blaikie to me known, who being by me duly sworn, did depose and say that he resides at One State Street Plaza, 31st Floor, New York, NY 10004, that he is the Attorney-in-Fact of Atlantic Specialty Insurance Company, the corporation described in and which executed the above instrument; that he knows the corporate seal of said corporation, that the seal affixed to such instrument is such corporate seal: that it was so affixed by order of the Board of Directors of said corporation, and, that he signed his name thereto by like order; and that said corporation is duly authorized to transact business in the State of New York in pursuance of the statutes of such case made and provided, that the Superintendent of insurance of the State of New York, has pursuant to Chapter 28 of the Consolidated Laws of the State of New York, known as the Insurance Law, issued to Atlantic Specialty Insurance Company, A Certificate of Solvency and qualification to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law and that such certificate has not been revoked.

Notary Public

COLETTE M. BLAIKIE
Notary Public - State of New York
Registration No. 1BL4989857
Qualified in New York County
My Commission Expires: May 6 2022

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the 31st day of MARCH, 2022, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to Aviation Authority of its governing body.

Signed, sealed and delivered in the presence of:

BRADFORD AIRPORT LOGISTICS, LTD.
Principal (Name of Contractor)

By: _____
(Signature)

Its: CEO, BBMP, LLC
(Title)

Witness

Witness

(Seal)

ATLANTIC SPECIALTY INSURANCE CO.
Name of Surety

By: _____
(Signature)

Its: Attorney-In-Fact
(Title)

Witness

Witness

Address: ONE STATE STREET PLAZA, 31st FLOOR, NY, NY 10004

Telephone No.: 212-440-6528

Fax No.: _____

E-Mail Address: ecolon@intactinsurance.com

Cindy Li #W498086
(Countersignature by
Florida Licensed Agent)

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

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

IMPORTANT:

Surety companies executing bonds must meet the requirements set forth in Section 3 of the Contract's Special Conditions.

[intact] INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **D. Nicholas Blaikie, Colette M. Blaikie, Fayth Vasseur**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 31ST day of MARCH, 2022

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 30, 2025

_____
Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Atlantic Specialty Insurance Company
of New York, New York

a corporation organized under the laws of New York and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $820,615,432. (Capital $9,000,546), as is shown by its sworn financial statement for the quarter ending, March 31, 2021, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 2nd day of June, 2021.

Linda A. Lacewell
Superintendent

By

Colleen M. Draper
Special Deputy Superintendent

[intact] specialty solutions
INSURANCE

Atlantic Specialty Insurance Company

Period Ended 12/31/2021

Dollars displayed in thousands

Admitted Assets	
Investments:	
Bonds	$ 1,827,267
Preferred Stocks	-
Common Stocks	907,728
Mortgage Loans	-
Real Estate	-
Contract Loans	-
Derivatives	-
Cash, Cash Equivalents & Short Term Investments	174,241
Other Investments	20,131
Total Cash & Investments	2,929,367
Premiums and Considerations Due	288,964
Reinsurance Recoverable	24,105
Receivable from Parent, Subsidiary or Affiliates	56,353
All Other Admitted Assets	59,690
Total Admitted Assets	3,358,479

Liabilities and Surplus	
Liabilities	
Loss Reserves	$ 1,012,842
Loss Adjustment Expense Reserves	307,403
Total Loss & LAE Reserves	1,320,246
Unearned Premium Reserve	655,993
Total Reinsurance Liabilities	24,180
Commissions, Other Expenses, and Taxes due	63,766
Derivatives	-
Payable to Parent, Subs or Affiliates	-
All Other Liabilities	442,340
Total Liabilities	2,506,525
Capital and Surplus	
Common Capital Stock	9,001
Preferred Capital Stock	-
Surplus Notes	-
Unassigned Surplus	165,606
Other Including Gross Contributed	677,347
Capital & Surplus	851,954
Total Liabilities and C&S	3,358,479

State of Minnesota
County of Hennepin

I, Kara Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2021, according to the best of my information, knowledge and belief.

Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 14th day of March, 2022.

Notary Public

KERRI RIECHERS
Notary Public
Minnesota
My Commission Expires January 31, 2025

My Commission Expires January 31, 2025

RFP 20-22 CRDC
MANAGEMENT FEE DETAIL
Year 1

MANAGEMENT FEE

			Year 1 Cost
Management Staff	**FTE**		
- Logistics Manager	1		$121,020
- Logistics Assistant Manager (Sr. Operations Supv)	1		$34,500
- Customer Terminal Integration Manager	1		$45,120
- Administrative Staff: Payroll, Invoices...	0		None
Other Costs:	3		
- Contractor Profit			$361,905
- Contractor Corporate Overhead			$337,780
- Professional Employer Organization (PEO) - MCO related expenses			$184,570
- Workers Comp			$47,550
- Insurance: General Liability, Automobile Liability, Warehouse Operator, Pollution/Environmental Liability			$222,000
- Performance & Customs Bonds			$150,000
- Recruiting & Training Expenses			$133,710
- Miscellaneous			$10,000
- Office, Operating , Warehouse, Security Supplies			$99,400
- R&M Building			$20,000
- R&M Equipment			$48,000
- R&M Fuel			$35,670
- Amortization of Capital Equipment			$779,180
- Bank Interest on Capital Equipment Loan			$308,840
- IT Costs			$559,460
- Licenses & Permits			$25,000
- Annual Certification, Financial Audit, ISO audit, etc.			$62,500
All other overhead costs & any other costs not listed in Section 3.15 Reimbursable Payroll and Operating Expenses			
	Management Fee Total	**$**	**3,586,205**
	Reimburseable Payroll and Operating Expense		$1,118,480
	Total Cost	**$**	**4,704,685**

RFP 20-22 CRDC
MANAGEMENT FEE DETAIL
Year 2

MANAGEMENT FEE

	FTE	Year 2 Cost
Management Staff		
- Logistics Manager	1	$124,650
- Logistics Assistant Manager (Sr. Operations Supv)	1	$85,290
- Customer Terminal Integration Manager	1	$111,530
- Administrative Staff: Payroll, Invoices...	0	None
	3	
Other Costs:		
- Contractor Profit		$484,763
- Contractor Corporate Overhead		$452,450
- Professional Employer Organization (PEO) - MCO related expenses		$191,950
- Workers Comp		$94,910
- Insurance: General Liability, Automobile Liability, Warehouse Operator, Pollution/Environmental Liability		$228,660
- Performance & Customs Bonds		$154,500
- Recruiting & Training Expenses		$79,500
- Miscellaneous		$20,000
- Office, Operating , Warehouse, Security Supplies		$102,390
- R&M Building		$30,900
- R&M Equipment		$74,160
- R&M Fuel		$44,290
- Amortization of Capital Equipment		$757,580
- Bank Interest on Capital Equipment Loan		$300,940
- IT Costs		$576,250
- Licenses & Permits		$25,750
- Annual Certification, Financial Audit, ISO audit, etc.		$64,380
All other overhead costs & any other costs not listed in Section 3.15 Reimbursable Payroll and Operating Expenses		
Management Fee Total	**$**	**4,004,843**
Reimburseable Payroll and Operating Expense		$2,312,360
Total Cost	**$**	**6,317,203**

RFP 20-22 CRDC
MANAGEMENT FEE DETAIL
Year 3

MANAGEMENT FEE

	FTE	Year 3 Cost
Management Staff		
- Logistics Manager	1	$128,390
- Logistics Assistant Manager (Sr. Operations Supv)	1	$87,840
- Customer Terminal Integration Manager	1	$114,870
- Administrative Staff: Payroll, Invoices...	0	None
Other Costs:	3	
- Contractor Profit		$497,003
- Contractor Corporate Overhead		$463,870
- Professional Employer Organization (PEO) - MCO related expenses		$197,710
- Workers Comp		$97,280
- Insurance: General Liability, Automobile Liability, Warehouse Operator, Pollution/Environmental Liability		$237,810
- Performance & Customs Bonds		$159,140
- Recruiting & Training Expenses		$81,890
- Miscellaneous		$21,000
- Office, Operating , Warehouse, Security Supplies		$105,460
- R&M Building		$31,830
- R&M Equipment		$76,390
- R&M Fuel		$45,620
- Amortization of Capital Equipment		$757,580
- Bank Interest on Capital Equipment Loan		$300,940
- IT Costs		$593,540
- Licenses & Permits		$31,530
- Annual Certification, Financial Audit, ISO audit, etc.		$66,310
All other overhead costs & any other costs not listed in Section 3.15 Reimbursable Payroll and Operating Expenses		
Management Fee Total	**$**	**4,096,003**
Reimburseable Payroll and Operating Expense		$2,368,570
Total Cost	**$**	**6,464,573**

RFP 20-22 CRDC
MANAGEMENT FEE DETAIL
Year 4

MANAGEMENT FEE

		Year 4 Cost
Management Staff	**FTE**	
- Logistics Manager	1	$132,240
- Logistics Assistant Manager (Sr. Operations Supv)	1	$90,480
- Customer Terminal Integration Manager	1	$118,320
- Administrative Staff: Payroll, Invoices...	0	None
	3	
Other Costs:		
- Contractor Profit		$682,740
- Contractor Corporate Overhead		$477,920
- Professional Employer Organization (PEO) - MCO related expenses		$203,640
- Workers Comp		$100,660
- Insurance: General Liability, Automobile Liability, Warehouse Operator, Pollution/Environmental Liability		$247,320
- Performance & Customs Bonds		$165,510
- Recruiting & Training Expenses		$93,850
- Miscellaneous		$27,050
- Office, Operating , Warehouse, Security Supplies		$108,620
- R&M Building		$32,790
- R&M Equipment		$78,680
- R&M Fuel		$46,990
- Amortization of Capital Equipment		$757,580
- Bank Interest on Capital Equipment Loan		$300,940
- IT Costs		$611,340
- Licenses & Permits		$32,470
- Annual Certification, Financial Audit, ISO audit, etc.		$68,300
All other overhead costs & any other costs not listed in Section 3.15 Reimbursable Payroll and Operating Expenses		
Management Fee Total	**$**	**4,377,440**
Reimburseable Payroll and Operating Expense		$2,452,360
Total Cost	**$**	**6,829,800**

RFP 20-22 CRDC
MANAGEMENT FEE DETAIL
Year 5

MANAGEMENT FEE

			Year 5 Cost
Management Staff	**FTE**		
- Logistics Manager	1		$136,200
- Logistics Assistant Manager (Sr. Operations Supv)	1		$93,190
- Customer Terminal Integration Manager	1		$121,870
- Administrative Staff: Payroll, Invoices...	0		None
Other Costs:	3		
- Contractor Profit			$699,710
- Contractor Corporate Overhead			$489,800
- Professional Employer Organization (PEO) - MCO related expenses			$209,750
- Workers Comp			$103,030
- Insurance: General Liability, Automobile Liability, Warehouse Operator, Pollution/Environmental Liability			$257,220
- Performance & Customs Bonds			$172,130
- Recruiting & Training Expenses			$108,060
- Miscellaneous			$33,410
- Office, Operating , Warehouse, Security Supplies			$111,880
- R&M Building			$33,770
- R&M Equipment			$81,040
- R&M Fuel			$48,400
- Amortization of Capital Equipment			$757,580
- Bank Interest on Capital Equipment Loan			$300,940
- IT Costs			$629,680
- Licenses & Permits			$33,450
- Annual Certification, Financial Audit, ISO audit, etc.			$70,350
All other overhead costs & any other costs not listed in Section 3.15 Reimbursable Payroll and Operating Expenses			
	Management Fee Total	**$**	**4,491,460**
	Reimburseable Payroll and Operating Expense		$2,508,030
	Total Cost	**$**	**6,999,490**

RFP 20-22 CRDC
MANAGEMENT FEE DETAIL
Year 6

MANAGEMENT FEE

	FTE	Year 6 Cost
Management Staff		
- Logistics Manager	1	$140,290
- Logistics Assistant Manager (Sr. Operations Supv)	1	$95,990
- Customer Terminal Integration Manager	1	$125,520
- Administrative Staff: Payroll, Invoices...	0	None
	3	
Other Costs:		
- Contractor Profit		$720,770
- Contractor Corporate Overhead		$504,540
- Professional Employer Organization (PEO) - MCO related expenses		$216,040
- Workers Comp		$106,510
- Insurance: General Liability, Automobile Liability, Warehouse Operator, Pollution/Environmental Liability		$267,500
- Performance & Customs Bonds		$179,010
- Recruiting & Training Expenses		$122,400
- Miscellaneous		$40,080
- Office, Operating , Warehouse, Security Supplies		$115,240
- R&M Building		$34,780
- R&M Equipment		$83,470
- R&M Fuel		$49,850
- Amortization of Capital Equipment		$757,580
- Bank Interest on Capital Equipment Loan		$300,940
- IT Costs		$648,570
- Licenses & Permits		$34,450
- Annual Certification, Financial Audit, ISO audit, etc.		$72,460
All other overhead costs & any other costs not listed in Section 3.15 Reimbursable Payroll and Operating Expenses		
Management Fee Total	**$**	**4,615,990**
Reimburseable Payroll and Operating Expense		$2,593,980
Total Cost	**$**	**7,209,970**

RFP 20-22 CRDC
MANAGEMENT FEE DETAIL
Year 7

MANAGEMENT FEE

	FTE	Year 7 Cost
Management Staff		
- Logistics Manager	1	$144,500
- Logistics Assistant Manager (Sr. Operations Supv)	1	$98,870
- Customer Terminal Integration Manager	1	$129,290
- Administrative Staff: Payroll, Invoices…	0	None
	3	
Other Costs:		
- Contractor Profit		$742,410
- Contractor Corporate Overhead		$519,690
- Professional Employer Organization (PEO) - MCO related expenses		$222,520
- Workers Comp		$110,050
- Insurance: General Liability, Automobile Liability, Warehouse Operator, Pollution/Environmental Liability		$278,200
- Performance & Customs Bonds		$186,170
- Recruiting & Training Expenses		$132,780
- Miscellaneous		$47,080
- Office, Operating , Warehouse, Security Supplies		$118,690
- R&M Building		$35,830
- R&M Equipment		$85,980
- R&M Fuel		$51,350
- Amortization of Capital Equipment		$757,580
- Bank Interest on Capital Equipment Loan		$300,940
- IT Costs		$668,030
- Licenses & Permits		$40,480
- Annual Certification, Financial Audit, ISO audit, etc.		$74,630
All other overhead costs & any other costs not listed in Section 3.15 Reimbursable Payroll and Operating Expenses		
Management Fee Total	**$**	**4,745,070**
Reimburseable Payroll and Operating Expense		$2,681,360
Total Cost	**$**	**7,426,430**

Price Summary

	Management Fee	Reimbursable Payroll	Total	
Year 1	$ 3,586,205	$ 1,118,480	$ 4,704,685	
Year 2	$ 4,004,843	$ 2,312,360	$ 6,317,203	
Year 3	$ 4,096,003	$ 2,368,570	$ 6,464,573	
Year 4	$ 4,377,440	$ 2,452,360	$ 6,829,800	
Year 5	$ 4,491,460	$ 2,508,030	$ 6,999,490	
Year 6	$ 4,615,990	$ 2,593,980	$ 7,209,970	
Year 7	$ 4,745,070	$ 2,681,360	$ 7,426,430	
Total	**$ 29,917,011**	**$ 16,035,140**	**$ 45,952,151**	$ -

Notes to Management Fee for CRDC Services,
Reimbursable Payroll and Operating Expense Budget

Bradford is submitting a lower Not-to-Exceed Amount in the Reimbursable Payroll and Operating Expense Budget. We have built a number of safeguards in order to verify that the right staffing levels are being utilized to support an operation. Based on our in-depth expertise gained through 21 years of operating CRDC's, vast amount of data collection from live airport CRDC operations of various sizes, and 51 airport logistics consulting studies, it is now a science to know exactly the right staffing level. Plus, from experience we know that our AMIS™ System historically enables us to use less staff from inception while also achieving higher productivity overtime. Additionally, we do not have clerical or administrative staff at any of our U.S. locations.

Our Not-To-Exceed Reimbursable Payroll and Management Fee is based on the following key payroll assumptions:

- ✓ First year Not-to-Exceed Labor for the STC consists of 11 FT Logistics Specialists (LS), 2 FT Operations Supervisors (OS) and a Facility Manager (FM).
- ✓ Then as the NTC and STC both go operationally live, the staff increases to 39 FT Logistics Specialists (LS), 3 FT Operations Supervisors (OS), 1 Senior Operations Supervisor (SOS), 1 Customer Terminal Integration Manager (CTIM), and a Facility Manager (FM).
- ✓ Over the term of the contract our FT Logistics Specialists (LS) increases to 43.

As we always do, BAL has reviewed two separate compensation studies to ensure the right labor rate is being utilized. Our HR partner, Insperity performed a formal Orlando area wage analysis for our type of worker skillset. Then BAL independently performs our own analysis.

Based on those two studies which are being impacted by rising market labor rates, the compensation plan is: LS - $18.00/hr. with a $.25/hr. increase after 6 months tenure. Thereafter, a 3% annual increase has been incorporated into the financials.

Most importantly, our LS rate is higher than the typical warehouse LS worker in the Orlando area for three reasons: (i) all BAL workers are cross-trained to perform all LS activities (ii) our LS drive trucks on the ramp around aircraft so they must have strong driving skills (iii) to maintain a stable workforce. This enables us to attract a qualified workforce fit for purpose so less staff can be utilized to perform scope.

Explanation of Management Fee Expenses that Need Further Description

Corporate Overhead – BAL corporate overhead is comprised of all of our costs incurred to run the administrative side of our business. It is those expenses that cannot be directly charged to the field location. The total of this cost is then allocated across our system to all of our locations. It usually ranges between 6.5% - 7%.

Corporate Profit – 10% is the minimum that our board, investors, and the bank expects.

PEO – We have also utilized Insperity for our HR support since inception. Insperity is the largest Professional Employer Organization in North America. Insperity provides Fortune 500 level benefits, HR Admin, Payroll Management, Risk Management, HR Compliance and Recruiting including background screening. We had to move a significant portion of these expenses to the Management Fee Category per RFP.

Performance and Customs Bond – based on going rates in the surety marketplace that we are being charged which primarily ranges 2%-2.5% allocated against revenue. A number of factors are taking into consideration when establishing rates.

Workers Compensation – 3.6% is the current rate that we are being charged. It varies annually based on worker compensation claims (dollars and number).

Insurance – Varies per year based on our track record along with the industry's track record. We have a very comprehensive list of coverages being carried: Commercial Package, Commercial Umbrella, Excess Commercial Liability, Commercial Cyber Liability, Pollution Liability, Commercial Crime, Motor Truck Cargo, Inland Marine, Auto/Trucks including AOA, Premises Coverage including Equipment.`

Miscellaneous – These transactions are for amounts so small that we do not categorizing in a separate account. Tools, Badging, Shipping, etc.

Recruiting and Training – It is abnormally high for the first year due to the start of services. We kept a small amount for recurring recruiting and included costs for one week of training each year per employee.

It Contract Costs – Since inception 21 years ago, our IT group has worked with ISST for obtaining specific areas of IT support. This includes furnishing OPEX equipment, warranty agreement/services, help desk (365 days/24 hrs./year), hardware integration, software licenses, audits, and an IT communication network for each location. More specifically this category consists of the following annual cost elements:

- **Information Technology OPEX - breakout of expense by category:** IT Equipment Lease / Management Expense - $303,712.50 per year. This total expense investment provides for the comprehensive Information Technology platform that delivers and supports Bradford's AMIS™ (Airport Material Intelligence System) as well as the backbone information systems for operations, security, and communications. Bradford OPEX

commitment supports the procurement of managed leased computer hardware systems, software licensing, warranty, and support services. The Table below provides details of this major computer hardware equipment (security-sensitive).

The equipment includes: Servers (AMIS™, Access Control, CCTV, Backup/Staging), Network Switches/Routers, Firewall / Network Security Devices, Remote Access Control Systems, HHC's (Motorola TC-72 Handheld Computers), Network Wi-Fi Access Points, Network Sever System Racks / Cable Management, Operations and Supervisor Workstations / Laptops, IP Phones / IP Conference Systems, Biometric Time-Clock Systems, Network Printers / Network Barcode Printer, Network Document and Credentialling Scanners, Mobile Video-Conference Training Cart(s), VSMDT Delivery-Vehicle Remote-View AMIS™ Integration Module, VSMDT Delivery-Vehicle Geo-Fencing AMIS™ Integration Module, CCTV AMIS™ Integration Modules, Trace-Element / X-Ray AMIS™ Integration Modules, Truck Cyber-Lock AMIS™ Integration Modules

- **IT Support / Warranty Expense** - $65,747.50 per year
- **IT Software / Audit Expense** - $185,000 per year
- **IT Communications - Network & Telco Expense** - $36,000 per year

BRADAIR-01 EBALYUK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/4/2022

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 License # 0C36861
New York-Alliant Ins Svc Inc
101 Park Ave 18th Fl
New York, NY 10178

CONTACT NAME:
PHONE (A/C, No, Ext): (212) 603-0200 FAX (A/C, No):
E-MAIL ADDRESS:

INSURED
Bradford Airport Logistics
720 North Post Oak Road
Houston, TX 77024

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Fireman's Fund Insurance Company	21873
INSURER B : American Automobile Insurance Company	21849
INSURER C : Illinois Union Insurance Company	27960
INSURER D : Federal Insurance Company	20281
INSURER E :	
INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			USC025946210	5/1/2021	5/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X No Ded./ SIR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			SC V 010028 21 01	5/1/2021	5/1/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE			USL00641621U	5/1/2021	5/1/2022	AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Pollution Liability			CPY G71199411 002	11/1/2020	11/1/2022	$1M Occ. / $2M Agg.	
D	Warehouse Legal			06695427	11/1/2021	11/1/2022	$2,500 ded.	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Motor Truck Cargo: Eff: 11/1/21-22 Federal Insurance Company Pol # 00466925; Limit: $25,000 / $2,500 Ded.

As respects to the operations of the named insured, City of Orlando and Greater Orlando Aviation Authority are included as additional insured as/if required by written contract.

CERTIFICATE HOLDER

Greater Orlando Aviation Authority
Attn: Risk Management and Safety
5855 Cargo Road
Orlando, FL 32827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD

CERTIFICATE OF LIABILITY INSURANCE Acct#: 1179149

DATE (MM/DD/YYYY)
03/14/2022

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	CONTACT NAME:	
LOCKTON COMPANIES, LLC 3657 BRIARPARK DR., SUITE 700 HOUSTON, TX 77042	PHONE (A/C, No, Ext): 888-828-8365	FAX (A/C, No):
	E-MAIL ADDRESS: INSPERITYCERTS@LOCKTONAFFINITY.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Indemnity Insurance Co. of North America	43575
INSURED BRADFORD AIRPORT LOGISTICS, LTD P O BOX 1342 HOUSTON, TX 77251-1342	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS- ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO- ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE ☐ N / A OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			C70042903	10/01/2021	10/01/2022	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

1179149

Greater Orlando Aviation Authority
Attn: Risk Management and Safety
5855 Cargo Road
Orlando, FL 32827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ATTACHMENT H

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

Bradford Airport Logistics, LTD.

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

720 N Post Oak Rd, STE 450

Requester's name and address (optional)

6 City, state, and ZIP code

Houston, TX 77024

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

7	6	–	0	6	8	6	7	5	8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ _____ Date ▶ 10/1/2020

General Instructions

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

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

Purpose of Form

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

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

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

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

GREATER ORLANDO AVIATION AUTHORITY

REQUEST FOR PROPOSALS (RFP)

RFP 20-22

CENTRAL RECEIVING AND DISTRIBUTION CENTER (CRDC) SERVICES

PROJECT DESCRIPTION: This RFP is for Central Receiving and Distribution Center (CRDC) Services, for a qualified and experienced firm to operate a facility as a CRDC for airport concessionaires and tenants operating at the Orlando International Airport (MCO). The Aviation Authority has identified an existing on-airport facility which offers up to 35,700 square feet for the CRDC operations. This facility, however, was not originally designed and constructed as a CRDC.

DATE OF ISSUE: Wednesday, November 24, 2021

NON-MANDATORY PRE-PROPOSAL MEETING AND SITE TOUR:

Wednesday, December 8, 2021, 10:00 a.m., EST

PRE-PROPOSAL LOCATION: Purchasing Conference Room; Building 811, 8652 Casa Verde Road, Orlando, FL 32827 or Attend via GoToMeeting:

https://global.gotomeeting.com/join/368763973

United States (Toll Free): ***1 877.309.2073*** **Access Code: 368-763-973**

DEADLINE FOR QUESTIONS: Friday, December 10, 2021, 5:00 p.m., EST

DIRECT ALL QUESTIONS & INQUIRES TO:

Name: Janice K. Hughes, CPPB
Title: Senior Purchasing Agent
Email: Janice.Hughes@goaa.org
Phone: (407)825-6425

RFP DUE ON OR BEFORE DATE: Tuesday, December 21, 2021

RFP DUE ON OR BEFORE TIME: 11:00 a.m., EST

ADDENDUM NO. 4
TO
PURCHASING RFP 20-22

CENTRAL RECEIVING AND DISTRIBUTION CENTER
FOR
ORLANDO INTERNATINAL AIRPORT

January 10, 2022

This addendum forms a part of the RFP Documents described above. The original RFP Documents remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

ITEM 1: Question: With the new time frame, please confirm the contract commencement date/expected date to start operations for the STC & the no later than start date for NTC.

Answer: The Contractor must provide a functioning CRDC operation to, at a minimum, serve the STC no later than 120 days following issuance of the Notice to Proceed Letter, expected to be in February/March 2022, and a fully functional CRDC to serve both the NTC and STC no later than 270 days following the issuance of the Notice to Proceed Letter.

ITEM 2: Question: If awarded the contract, when could building modifications begin?

Answer: Building modifications can begin upon issuance of Notice to Proceed and fully executing the contract documents.

ITEM 3: Question: Will all the "new" fencing inside the CRDC/RSF Building be removed by the authority before the awarded party takes possession of the building, or will there be discussion of retaining some if needed/desired?

Answer: The existing fencing within the CRDC building will remain as is. The Contractor may adjust the fencing as needed as part of the proposed building modifications.

ITEM 4: Question: Will there be any inspection of the contents of the trucks at the checkpoints or just verification of the seal?

Answer: The seal will be inspected according to the procedures approved by GOAA and the TSA at the GOAA Checkpoints. The contents of the truck are not expected to be inspected at the GOAA Checkpoints, provided the seals are intact and have been installed in accordance with all GOAA and TSA Regulations and Polices.

ITEM 5: Question: What will be the required method of communicating seal information to the checkpoints?

Answer: This will be part of the approved Security plan that must be developed by the Contractor, which must be approved by the TSA in advance of implementation and operation.

ITEM 6: Question: Has the concessionaire contract for STC been awarded? If so, is it 1 or multiple concessionaires?

Answer: The STC concessions contract has been awarded to multiple concessionaires.

ITEM 7: Question: Will the Aviation Authority install access control and CCTV on entrance/exit doors to the CRDC?

Answer: Access control devices are located on most of the entrance/exits doors at the CRDC. If additional access control devises are desired by the Contractor, they will need to be installed as part of the proposed building modifications. The access control devices can be integrated into the Aviation Authority security system, or can be integrated into the Contractor's access control system. However, certain Aviation Authority personnel (including but not limited to Maintenance, ARFF, and Security) will need to be given access to the access control system. Additional cameras are being installed at the CRDC to augment security surveillance of the existing cameras. The Contractor can request access to those camera systems upon award of contract and final execution of the contract documents.

ITEM 8: Question: To confirm, all liquor, including beer & wine will be delivered by the vendor, only escort will be required, is that correct?

Answer: The Contractor will be responsible for the receipt of liquor, beer & wine from the Supplier and delivery to the Concessionaire, in accordance with any and all applicable Regulations and Policies.

ITEM 9: Question: On the CRDC facility tour, excessive ponding from clogged drainage was noticed adjacent to the proposed CRDC facility. Pursuant to Exhibit 7 (Building Maintenance of Offered Facility) of the RFP, is stormwater drainage repair adjacent to the proposed facility the responsibility of the CRDC Operator or GOAA?

Answer: The CRDC Operator will be responsible for maintaining the dock area and pavement within their lease hold, including all utilities and stormwater

drainage systems. The stormwater drainage system, to the extent it is not functioning properly beyond the lease hold, will be maintained by GOAA.

ITEM 10: Question: Pursuant to Section 4.4 of the RFP, are deliveries to airline and common use clubs included in Contractor's Operational Services?

Answer: Yes, deliveries to airline and common use clubs is included in the CRDC Operational Services.

ITEM 11: Question: Pursuant to Section 4.4 of the RFP, will bonded goods (duty free) be processed through the CRDC and be delivered to terminal node points (in conjunction with duty free operator)?

Answer: The Contractor will be responsible for the receipt of all goods, including duty free, from the Supplier and delivery to the Concessionaire, in accordance with any and all applicable Regulations and Policies.

ITEM 12: Question: Pursuant to Section 4.4 of the RFP, will inbound parcels (FEDEX/UPS/DHL) be processed through the CRDC?

Answer: Routine mail and office type packages, including FedEx/UPS/DHL, will continue to be delivered via existing channels. FedEx/UPS/DHL deliveries to Concessionaires will be processed through the CRDC.

ITEM 13: Question: Pursuant to Section 4.4 of the RFP, will outbound parcels (FEDEX/UPS/DHL) be picked up from tenants by CRDC Operator (reverse logistics process)?

Answer: Outbound routine mail and office type packages, including FedEx/UPS/DHL, will continue to be managed via existing channels. Large box FedEx/UPS/DHL returns from Concessionaires will be processed through the CRDC.

ITEM 14: AS-Builts for Building 830 will be provided thru GOAA's Box Link system. Proposers are to provide their email address to Senior Purchasing Agent Janice.Hughes@goaa.org to allow access for downloading the AS-Builts.

* * * * * * * END OF ADDENDUM NO. 4* * * * * *

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

January 10, 2022
Date

ADDENDUM NO. 3
TO
PURCHASING RFP 20-22

CENTRAL RECEIVING AND DISTRIBUTION CENTER
FOR
ORLANDO INTERNATINAL AIRPORT

December 21, 2021

This addendum forms a part of the RFP Documents described above. The original RFP Documents remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

ITEM 1: The Pre-Proposal Power Point Presentation and Sign-in Sheet is attached.

ITEM 2: The Management Fee Schedule, Exhibit 5 is attached in excel format.

* * * * * * * END OF ADDENDUM NO. 3* * * * * * *

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

December 21, 2021
Date

ORLANDO INTERNATIONAL AIRPORT
The Orlando Experience™

Pre-Proposal Meeting for RFP 20-22 Central Receiving and Distribution Center Services

Orlando International Airport

- The RFP 20-22 Solicitation documents, responses to inquiries, and Pre-Proposal Presentation will be made available online at the Mercell USA website at:

  https://app.negometrix.com/buyer/5681.

- This presentation is an excerpt from the published Request for Proposal ("RFP"). Please refer to the website above for the complete versions of all documents applicable to this RFP.

Agenda

- Introduction
- Important Dates
- Proposer's Requirements
- Evaluation Criteria
- Selection Process
- Management Fee & Reimbursable Payroll Expenses
- Scope of Services
- RFP Submittal Requirements
- Questions
- Tour

Tour

- CRDC Building
- Access the AOA through Checkpoint Charlie
- AS2 Concessions/Merchandise drop off area
- AS4 Concessions/Merchandise drop off area
- AS3 Concessions/Merchandise drop off area
- AS1 Concessions/Merchandise drop off area
- Exit the AOA thought Checkpoint Bravo
- STC Landside Concessions/Merchandise drop off area
- STC Airside Concessions/Merchandise drop off area

Introduction

Brian Gilliam Michael Karamarkovich	Director of Security Security Manager
Diana Hershner Janice Hughes	Senior Manager, Purchasing Senior Purchasing Agent
Orlando Santiago	Small Business Compliance Administrator
Alejandro Sorondo	Planning & Development HNTB Corporation

5

Tentative Schedule

Last day for questions: **Monday, January 3, 2022 by 5:00 p.m. EST**
Release of Addendum: **Tuesday, January 11, 2022**
RFP Due on or Before: **Tuesday, January 18, 2022 by 11:00 a.m. EST**
Concessions/Procurement Committee:* **January/February 2022**
Recommendation to the Aviation Authority Board*: **February 16, 2022**

CRDC Operational 120 days after Notice to Proceed - June/July 2022

**Sunshine Meeting schedules are posted weekly on the Aviation Authority website.*

6

Project Scope and Overview

- The selected firm (CRDC Logistics Manager/Contractor) will manage and operate a CRDC to service the North Terminal Complex (NTC) including the landside terminal and four airside terminals, and the South Terminal Complex (STC) including both the airside and landside buildings. The STC is currently under construction with a target opening date of June/July 2022.
- CRDC Logistics Manager/Contractor will be required to manage the receipt, staging and handling of all concession goods and supplies delivered to the CRDC, and the distribution of the goods and supplies to all concessionaires and tenants in accordance with all applicable Federal, State, and local codes, rules, regulations, laws, policies and practices.

Project Scope and Overview

- The maximum space available within this facility for the CRDC operations is 26,270 square feet, which the proposer may modify or reconfigure, at their cost, to effectively fulfill the scope of services.
- **CRDC Operations** Proposers are required to provide a functioning CRDC operation to, at minimum, serve the STC no later than 120 days following Notice to Proceed.
- A fully functional CRDC to serve both the NTC and STC shall be provided no later than 270 days following Notice to Proceed.

Project Scope and Overview

The CRDC Logistics Manager/Contractor will be required to manage the inspection, receipt, staging and handling of all goods and supplies delivered to the CRDC, and the distribution of the goods and supplies to all Concessionaires and Tenants in the NTC and STC delivery locations.

Proposer's Requirements

(Refer to Section 3.1)

- Proposer shall have a minimum of five (5) years successful, continuous, and recent experience, operating, and managing a central receiving and distribution center to include perishables.
- Experience should include the inspecting, receiving and distributing a wide variety of retail and food and beverage.
- Experience with supply chain management in an airport, mall, warehouse or other similar large-scale environment.
- Meets the Scope of Work/Specifications as listed in Section 4.0.

Proposer's Requirements

(Refer to Section 3.1)

- Proposers' experience must be in the operation and management of receiving and delivery operations at airports or other facilities similar in size and scope of that of the Orlando International Airport. Proposer should demonstrate similar experience.
- Proposer must be registered to do business in the State of Florida.
- To avoid any conflict of interest, Contractor(s) who currently hold any type of Concessionaires' Contract with the Aviation Authority will not be considered to perform the CRDC Services Contract
- If the Proposer is a partnership, joint venture, or newly formed entity (e.g. limited liability company or corporation), the requirements set forth in this Section 3.1 (and throughout the RFP) must be satisfied.

Evaluation Criteria

(Refer to Section 3.2,)

- The Aviation Authority, in its sole discretion, may award the Contract to the responsible and responsive Proposer submitting the Proposal which is deemed to be the most advantageous to the Aviation Authority, price and other factors being considered.
- Proposer(s) must meet the requirements as stated and demonstrate a turnkey capability required for the operation of CRDC at the Airport.

Evaluation Criteria Cont.

(Refer to Section 3.2, Page 13)

- Meet Section 3.1, Proposer's Requirements.
- Demonstrated Experience and Knowledge of Efficient CRDC operations and how the specific CDRC goals noted in 1.4, Objective and Goals for this RFP would be met.
- Management and Operational Plans.
- New and Unused Equipment.
- Financial Background and Strength.
- Management and Operating Fees.

Evaluation Criteria Cont.

- The evaluation criteria does not have any specific predetermined relative weight.
- The consideration of individual criterion is merely a tool to assist the Aviation Authority in determining which Proposal is most advantageous, as a whole, to the Aviation Authority, price and other factors being considered.

Selection Process

(Refer to Section 3.4)

Responses to this RFP will be evaluated and ranked by the Concessions/Procurement Services Committee (CPC). The recommendation of the CPC will be considered by the Aviation Authority Board for award.

Following the Aviation Authority Board approval of the CPC ranking, the Aviation Authority may approve a contract.

PERFORMANCE BOND REQUIREMENTS

(Refer to Section 3.5)

- A Performance Bond **is** required for this Contract.
- Performance Bond shall be current and in compliance at all times during the Initial Term of the Contract in a penal sum equal to **Two Million Dollars ($2,000,000) for 84 months**.

INSURANCE REQUIREMENTS

(Refer to Section 3.6)

- **Commercial General Liability ($5,000,000)**
- **Automobile Liability ($5,000,000)**
- **Warehouse Operators Legal Liability ($1,000,000)**
- **Pollution/Environmental Liability Insurance ($1,000,000)**
- **Motor Truck Cargo Insurance**
- **Workers' Compensation and Employer's Liability (Statutory Limits)**

Other Special Conditions

- **Section 3.7 Verification of Employment Status**
  - Prior to the employment of any person under this Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract.
- **Section 3.8 Identification and Access Requirements**
  - All employees assigned to the Contract MUST have a badge. Contractor is required to conduct an employee background check, or require its Subcontractors to perform an employee background check.
- **Section 3.11 Airport Security**
  - The successful Proposer will be required to comply with all applicable regulations of the Transportation Security Administration (TSA) and of the Aviation Authority relating to Airport security, including those relating to access to the Aircraft Operations Area (AOA) of Orlando International Airport, as such regulations may be in effect or changed from time to time.

MWBE Participation

(Refer to Section 3.11)

MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION PROGRAMS

- The Aviation Authority has established a MWBE Participation **Goal of 5%**
- **The Proposal will be considered non-responsive to the Request for Proposal and rejected if the Proposer fails to demonstrate, to the reasonable satisfaction of the Aviation Authority, as required by the MWBE policy, that the Proposer has met or has made a good faith effort to meet the established MWBE goal.**
- All Proposers shall comply with the small business requirements. Proposers are required to submit, with their Proposal, MWBE information by completing Attachment G - MWBE form.

MWBE Participation

- After the Proposals are opened and prior to an award of the Contract, the Aviation Authority may request, receive and consider omitted and supplemental information from the Proposers as to the certification of Proposers, if applicable, and of any Proposal Subcontractor, supplier or joint venture in order to determine MWBE status.
- The successful Proposer shall enter into subcontract(s)/purchase orders with the MWBE(s) identified in the Proposer's Proposal documents which the Aviation Authority relied upon in awarding this Contract, subject only to the Aviation Authority's right to approve all Subcontractors.

MWBE Participation

- If the Proposer is unable to utilize another MWBE for performance of that portion of this Contract, the Proposer shall provide the Aviation Authority with documentation, in a form satisfactory to the Aviation Authority, showing that it is not possible to replace the terminated MWBE with another MWBE.
- The MWBE percentage for participation must not decrease below the percentage proposed during the term of the Contract.
- The successful Proposer shall submit to the Aviation Authority a Disbursement Form with each invoice submitted for payment, indicating the amount of money spent with each MWBE(s) since the previous invoice.

MWBE Participation

A list of currently certified MWBEs may be obtained via the internet at www.orlandoairports.net/small_business, or from the Authority's Office of Small Business Development by calling (407) 825-3143. Bidders may contact the Office of Small Business Development for any questions or information concerning the MWBE Participation Program.

Orlando Santiago Perez, MSEP, C.M.
Small Business Compliance Administrator
Small Business Development Department
5850-B Cargo Rd.
Orlando FL 32827
407.825.7134

Good Faith Effort for MWBE Participation

(Refer to Section 3.13)

If the Proposer fails to meet the MWBE Participation Goals, the Aviation Authority will require Proposer to submit evidence of good faith efforts within two (2) business days of request.

23

Management Fee
(Pricing Structure)

- The Aviation Authority shall pay the Contractor, subject to authorized deductions and subject to Sections:
  - 3.14 Management Fee and
  - 3.15 Reimbursable Payroll Expenses up to the amounts per Proposal Pricing Pages – Attachment B

24

Management Fee Cont.
(Pricing Structure)

Contractor's Management Fee shall include the following:

- All payroll and associated costs for the
  - Logistics Manager,
  - Assistant Logistic Manager(s),
  - Administrative Staff.
- Any other positions deemed necessary by the Contractor and not listed in Section 3.15, Reimbursable Payroll Expenses

25

Management Fee Cont.
(Pricing Structure)

- The Management Fee shall also include all other expenses not listed in the Section 3.15, Reimbursable Payroll and Operating Expenses, including but not limited to:
  - Contractor overhead and profit.
  - All required insurances as outlined in Section 3.6, Insurance Requirements.
  - Cost of Performance Bond.
  - Recruiting expenses.
  - Badges and keys.
  - Office equipment and supplies, including IT systems and computer equipment.

26

Management Fee Cont.
(Pricing Structure)

- Capital Expenses for construction and improvements.
- Delivery Trucks, Vehicles and Lifts for Contractor's use (depreciated over seven (7) years).
- Delivery Trucks, Vehicles and Lifts maintenance.
- Refrigeration Units - Walk-in Cooler and Freezer including installation.
- Consumables.
- Tools and equipment, to include the repairs of Contractors equipment.
- Record Retention Obligation (4 Years Post-Contract).

27

Management Fee Cont.
(Pricing Structure)

- Cost associated with all pre-approved training (i.e. trainer, training materials). The Aviation Authority will only reimburse for the hours to attend the training for the reimbursable positions.
- Non-resident administrative, legal, bookkeeping, executive personnel expenses and off-site general office expenses.
- Health Insurance premiums for the positions in the Management Fee. Health Insurance premiums in excess of Five Hundred Dollars ($500) per month, per position for the reimbursable positions participating in the Contractor provided Health Care Plan.
- All other costs associated with the performance of this Contract not listed in the Section 3.15, Reimbursable Payroll and Operating Expenses.

28

Reimbursable Payroll Expenses

(Refer to Section 3.15)

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

29

Reimbursable Payroll Expenses Cont.

(Refer to Section 3.15)

- **The Reimbursable Payroll Expenses shall be limited to the following:**
  - Logistics Operations Supervisor.
  - Material Handlers/Inspectors/Drivers/Support Staff.
  - Associated payroll taxes Social Security, Medicare, Federal & State Unemployment.
  - Reimbursement for Health Insurance premiums for up to $500 per month per position for the reimbursable positions participating in the Contractor provided Health Care Plan.
  - Actual paid time-off (vacation, sick, bereavement and jury duty) taken as approved by the AAR.
  - Up to three (3) pre-approved holidays will be reimbursed by the Authority, determined at the beginning of each Contract Year.

30

Non-Reimbursable Expenses

(Refer to Section 3.16)

- Accrued vacation or sick leave hours at the time of Contract expiration, at the end of any Contract Year, or upon employee termination for any reason.
- Monthly health insurance premiums in excess of the amount described in Section 3.14 and 3.15.

31

Non-Reimbursable Expenses

(Refer to Section 3.15)

- Accrued vacation or sick leave hours at the time of Contract expiration, at the end of any Contract Year, or upon employee termination for any reason.
- Monthly health insurance premiums in excess of $500 per month per reimbursable position participating in the Contractor provided Health Care Plan.
- Health care premiums for the positions included in the management fee.
- Any other costs or expenses not specified under Section 3.15.

32

Health Insurance

(Refer to Section 3.16)

- Contractor shall provide health benefits in accordance with applicable Federal Laws (including Federal Affordable Care Act) to its employees working at the Airport, effective not more than ninety (90) days after the date of hire of each employee.
- Contractor shall, at any time the Aviation Authority so requests, certify to the Aviation Authority that Contractor is in compliance with this Section.
- The Contractor's obligation to maintain records, and the Aviation Authority's right to examine such records, shall include records relating to the employee health insurance required to be provided pursuant to this Section.

33

Scope of Work/Specifications

(Refer to Section 4.0)

- The awarded CRDC Logistics Manager/Contractor will be provided with an on-airport building with up to 26,270 square feet to operate the CRDC that will include office space, warehouse space, space for a walk-in cooler and freezer, and docking space.
  - Subject to the Aviation Authority's approval, the awarded CRDC Logistics Manager/Contractor shall have the ability to modify the facility depicted on **Exhibit 3** in a manner to handle the anticipated level of concessions sales.
- The CRDC Logistics Manager/Contractor shall provide all supervision, personnel, labor, parts, tools, materials, transportation, equipment, supplies, fixtures, inspections, personal protective equipment, facilities, incidentals, insurance, and performance bond for operating the central receiving and distribution center for all concessionaires and tenants operating at the Orlando International Airport.

Scope of Work/Specifications

(Refer to Section 4.0)

- Functions to be provided by the CRDC Logistics Manager/Contractor will include but not be limited to:
  - receive materials from multiple vendors; track the movement of goods through the CRDC;
  - screen materials utilizing visual, electronic, or other means meeting or exceeding TSA requirements; approve passage of materials to secure, monitored areas of CRDC;
  - handle suspect materials/packages according to required procedures,
  - store materials as necessary following screening in a temperature-controlled environment (ambient, refrigerated, or frozen); monitor duration and condition of stored materials; package or otherwise organize screened goods for delivery, load, transport, and
  - deliver screened materials via secure transportation to both the NTC and STC.

Contractor's Personnel

(Refer to Section 4.3)

Logistics Manager

- The Contractor shall designate a Logistics Manager who shall carry out the day-to-day obligations of the Contractor under this Contract. The Aviation Authority requires the Logistics Manager be a full-time employee, locally based, and exclusive to this Contract.
- Must be the senior member of the CRDC staff and shall be responsible for coordinating and directing the activities of all personnel, including compliance with applicable Regulations and Policies.
- The Logistics Manager may vary his/her work hours to provide for overall supervision of the CRDC staff

Contractor's Personnel

(Refer to Section 4.3)

Assistant Logistics Manager

- The Contractor shall provide an Assistant Logistics Managers who shall assist the Logistics Manager in the Contractor's operations at the Airport, under the direction of the Logistics Manager.
- The Assistant Logistics Manager be full-time locally based, and exclusive to this Contract.
- All instructions and notices given by the Aviation Authority to the Assistant Logistics Manager shall be as binding as if given to the Contractor, and all statements made by the Assistant Logistics Manager shall be as binding as if made by the Contractor when the Assistant Logistics Manager are acting in the capacity of the Logistics Manager.

Contractor's Personnel

(Refer to Section 4.3)

• Administrative Staff

- The Contractor shall provide full time Administrative Staff, who shall be locally based, exclusive to this Contract, and work, at a minimum, five (5) days per week eight (8) hours per day to support the administrative requirements of the CRDC

• Supervisors

- The Contractor shall designate Supervisors to provide the supervision of the CRDC operation, under the direction of the Logistics Manager and the Assistant Logistics Manager. The Contractor's Supervisors shall be on duty during the CRDC operational hours and be vested with sufficient authority to act as the Contractor's representative and shall be the first point of contact for operational needs.

Contractor's Personnel

(Refer to Section 4.3)

- Material Handlers/Inspectors/Drivers/Support Staff

  - Material Handlers/Inspectors/Drivers/Support Staff shall perform the duties required by their positions, under the direction of managers and supervisors and adheres to all safety and security rules as specified in this Contract.

  - The AAR will require the Logistics Manager and Assistant Logistics Manager to provide any required licenses/certifications necessary to manage a CRDC facility and resumes indicating their experience knowledge and ability to perform the requirements of their positions.

Contractor's Responsibilities

(Refer to Section 4.4)

- Operational Services
  - Contractor shall deliver products to concessionaires and tenants during hours determined by the Contractor, and approved by the AAR, for distribution and delivery of products, in accordance with Regulations and Policies.

- Inspections and Screening
  - Inspect deliveries and goods to ensure that no items are on the TSA's list of prohibited items.
  - Verify that inspection of all deliveries and merchandise meet all required Regulations regarding the inspection of merchandise, supplies, inventory, tools and packages to ensure the integrity of the merchandise and packages delivered and moved to and from the Airport Terminals.

Contractor's Responsibilities

(Refer to Section 4.4)

- Training Services
  - Provide training to Contractor's personnel to ensure the ability to perform the required services including, but not limited to, training and required certifications in food handling and safety procedures.
- Supplier Management
  - Establish and manage a monthly and annual Supplier Management Plan ("SMP").
- Delivery/Returns Scheduling
  - Contractor shall schedule dock times for all concessionaires' supplier and tenant deliveries in advance as well as manage the process for the services requested.

Contractor's Responsibilities

(Refer to Section 4.4)

- Security and Safety Plan
  - Recruit and employ, under adequate supervision, sufficient Personnel to meet the requirements of the Services in a reliable, efficient, and cost effective manner.
  - Provide training to Personnel at no additional cost to the Aviation Authority to ensure Personnel are capable of performing the Services including, but not limited to, training in operational safety programs, inventory procedures, food handling, recycling programs, delivery/pick-up routes at the Airport, airfield driving, and TSA and Aviation Authority security Regulations and Policies.

Contractor's Responsibilities

(Refer to Section 4.4)

- Customer Service
  - Contractor shall work cooperatively with suppliers and delivery recipients to schedule all deliveries arriving to the CRDC for the following, but not to be limited to, delivery types:

    Concessions in the NTC.
    Concessions in the STC.
    Other Airport Tenants.

  - All concession related parcel (such as: FedEx, UPS, and DHL) shall be delivered and screened through the CRDC, and deliveries to the Concessionaires and Tenants will be coordinated by the Contractor.

43

Performance Requirements

- Have sufficient number of employees or contractors to conduct the Contractor's operation and perform the Services as authorized and required.

- Contractor shall adjust and coordinate its activities to the needs and requirements of the Aviation Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Aviation Authority.

44

Performance Requirements

- Reporting and Tracking
  - Weekly reports detailing the delivery schedule for the upcoming week, and any deficiencies or complaints.
  - Time and date stamping capabilities are required for all items either received at the CRDC, delivered to or returned from the Airport Terminals, or transferred between Airport Terminals.
- Building Maintenance
  - Immediately notify the ARR of any major damages or defects to the CRDC.

45

Performance Requirements

- Trash and Refuse
  - Use best efforts to minimize waste created by its operation and to recycle as much material as possible.
  - The Contractor will provide and use suitable covered, leak proof receptacles for all trash and other refuse on or in connection with the CRDC.

46

Performance Requirements

- Delivery Equipment
  - The Contractor shall provide a sufficient number of delivery vehicles, lifts, carts and any other equipment necessary to operate the CRDC.
  - The Contractor's delivery fleet must include vehicles that have refrigeration capabilities, are able to be operated around aircraft and meet clearance requirements.
  - Current delivery requirements include the following:
    - Pallet jacks are not allowed in public areas of the terminals.
    - All delivery carts must have pneumatic tires.

47

Performance Requirements

- Security Cameras
  - There will be security camera coverage at the CRDC. The Contractor shall work with the Aviation Authority to identify security camera needs.
  - The Contractor must install and maintain security cameras in their delivery trucks for chain of custody. Contractor must allow the Aviation Authority the ability to view and retrieve recorded information upon request.

48

Submittals

RFP packages shall be sealed and clearly labeled. Must be submitted to:

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

"20-22 CRDC Services"

- **One original Proposal clearly marked: Original**
- **One Copy clearly marked: Copy**
- One exact electronic copy of the RFP should be included with the Original Proposal on an individual electronic USB Flash Drive.

Proposal Submittal (Refer to Section 7)

Proposal Format

Proposals shall include the information requested in a single volume, with each response tabbed, numbered and ordered in the same manner as provided in this RFP.

To expedite the Aviation Authority's evaluation of the proposal, the proposal shall be organized and sections tabbed in the following order.

Submittals (Refer to Section 8)

Tab 1 – Table of Contents
Tab 2 - Executive Summary
Tab 3 - Proposer's Knowledge and Experience
Tab 4 – Proposed Management and Operational Plan
Tab 5 – Equipment New and Unused
Tab 6 - Claims Information
Tab 7 – Prior or Pending Convictions
Tab 8 - Financial Background Information
Tab 9 - Additional Information
Tab 10 - Attachments (Forms to be turned with Response)

51

Submittals Cont. (Refer to Section 8)

Attachment A - Proposer's Certification Form.

Attachment B - Proposer's Price Schedule.

Attachment C - Addendum Receipt Verification Form.

Attachment D - Proposer's Questionnaire.

Attachment E – Conflict of Interest Disclosure Form.

Attachment F - Scrutinized Company Certification Form.

Attachment G - MWBE Forms.

Attachment H - W-9.

Attachment I - Certificate of Insurance.

Attachment J - Letter of Bondability.

Attachment K - No Bid Response Form.

52

CRDC Operations

- Awarded Contractor must provide a functioning CRDC operation to, at minimum, serve the STC 120 days following Notice to Proceed Letter.
- Must provide a fully functional CRDC to serve both the NTC and STC no later than 270 days following Notice to Proceed Letter.

****REMINDERS*****

Deadline to Submit Questions: January 3, 2022, 5:00pm, EST

Email All Questions to: Janice.Hughes@goaa.org

Opening Date: Tuesday, January 18, 2022 @ 11:00am, EST

GREATER ORLANDO AVIATION AUTHORITY
PRE-PROPOSAL GOTOMEETING
P20-22
https://global.gotomeeting.com/join/368763973

December 20, 2021
10:00 a.m.

DIAL IN FOR AUDIO (REQUIRED):

United States (Toll Free): 1 877.309.2073
Access Code: 368-763-973

GoToMeeting	NAME	COMPANY NAME	MAILING ADDRESS	PHONE NO. / E-MAIL ADDRESS
	Janice Hughes Diana Hershner	GOAA – Purchasing	8652 Casa Verde Rd. Building 811 Orlando, Florida 32827	407 825 6425 Janice.Hughes@GOAA.org
MIC	Michael Karamarkovich	GOAA-Security		
	Alejandro Sorondo Kevin Thompson	GOAA-Planning & Development		
	Orlando Santiago	GOAA-SBO		
	Maury Remmers	GOAA - RISK		
MS	Mike SAMAN	ALM	[redacted] P.O Box 16112 Washington DC 20041	240 475 8707 Mike@ALMservices.com
	Steve Antonio	**Baggage Airline Guest Services**	6751 Forum Dr #200, Orlando, FL 32821	407.849.0670 santonio@maketraveleasier.com
	Nyle S. Marmion	**Bradford Airport Logistics**	720 N. Post Oak Rd Ste 450 Houston, Texas 77024	619.990.7938 nmarmion@bradford-corp.com
DF	David Fitzgerald	**Bradford Airport Logistics**	720 N. Post Oak Rd Houston TX 77024	
MM	Matt Mcquinn	**Bradford Consultant (C&S Companies)**	605 E. Robinson St., STE 210 Orlando, FL 32801	407 422 1118
	Mahmoud Alkhateeb	ALM	P.O Box 16112 Washington DC 20041	571 236 6294 MAlkhateeb@ALMservices.com

GoToMeeting	NAME	COMPANY NAME	MAILING ADDRESS	PHONE NO. E-MAIL ADDRESS
✓	Amanda Vaughan	Bags	6751 Forum Dr Orl FL 32819	407-497-6788 avaughan@maketravel easier.com
	Frank Browne	GCAA-Concessions		x3174 fbrowne@goaa.org

P20-22 CRDC Attendees

Summary

Meeting Date	Meeting Duration	Number of Attendees	Meeting ID
December 20, 2021 9:41 AM EST	54 minutes	4	368-763-973

Details

Name	Email Address	Join Time	Leave Time	Time in Session (minutes)
14078252858		9:53 AM	10:35 AM	42
Brian Bresg		10:00 AM	10:35 AM	35
Janice Hughes	dschneider@goaa.org	9:41 AM	10:35 AM	54
Maury		9:51 AM	10:35 AM	43

ADDENDUM NO. 2
TO
PURCHASING RFP 20-22

CENTRAL RECEIVING AND DISTRIBUTION CENTER
FOR
ORLANDO INTERNATIONAL AIRPORT

December 14, 2021

This addendum forms a part of the RFP Documents described above. The original RFP Documents remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

ITEM 1: The Pre-Proposal meeting and tour is scheduled for **Monday, December 20, 2021 beginning at 10:00 a.m.** at the Purchasing Conference Room, Building 811, 8652 Casa Verde Road, Orlando, FL 32827.

ITEM 2: Change the Proposal opening date from Tuesday, January 25, 2022 at 11:00 a.m. to **Tuesday, January 18, 2022 at 11:00 a.m.**

ITEM 3: The last day for questions has been changed from Monday, January 10, 2022 to **January 3, 2022 no later than 5:00 p.m.**

ITEM 4: Remove and Replace Exhibit 3 Central Receiving and Distribution Center Location Building Envelope.

ITEM 5: Remove and Replace the Cover Page.

ITEM 6: Remove and Replace Pages 6, 7 and 8, General Information, Section 1.1 Tentative Schedule, Section 1.2 Solicitation Information and Section 1.3 Intent and Purpose.

ITEM 7: Remove and Replace Page 37, Scope of Work/Specifications, Section 4.1 General.

ITEM 8: Remove and Replace, Page 104, Attachment K – No Proposal Response.

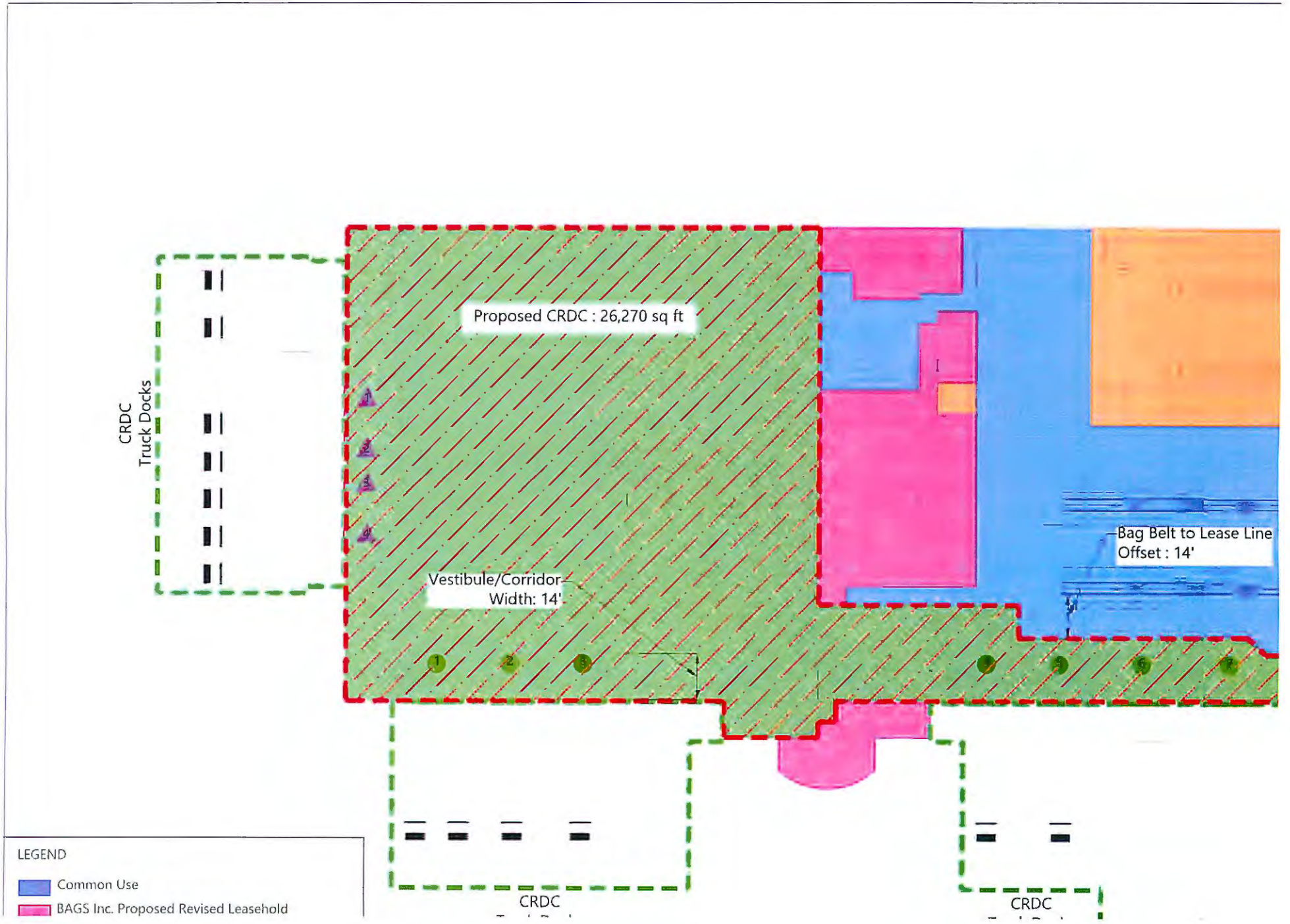
* * * * * * * END OF ADDENDUM NO. 2* * * * * * *

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

December 14, 2021
Date

Revised per Addendum 2

ORLANDO INTERNATIONAL AIRPORT



Revised per Addendum 2

GREATER ORLANDO AVIATION AUTHORITY

REQUEST FOR PROPOSALS (RFP)

RFP 20-22

CENTRAL RECEIVING AND DISTRIBUTION CENTER (CRDC) SERVICES

PROJECT DESCRIPTION: This RFP is for Central Receiving and Distribution Center (CRDC) Services, for a qualified and experienced firm to operate a facility as a CRDC for airport concessionaires and tenants operating at the Orlando International Airport (MCO). The Aviation Authority has identified an existing on-airport facility which offers up to 26,270 square feet for the CRDC operations. This facility, however, was not originally designed and constructed as a CRDC.

DATE OF ISSUE: Wednesday, November 24, 2021

NON-MANDATORY PRE-PROPOSAL MEETING AND SITE TOUR:

Monday, December 20, 2021, 10:00 a.m., EST

PRE-PROPOSAL LOCATION: Purchasing Conference Room; Building 811, 8652 Casa Verde Road, Orlando, FL 32827 or Attend via GoToMeeting:

https://global.gotomeeting.com/join/368763973

United States (Toll Free): ***1 877.309.2073*** **Access Code: 368-763-973**

DEADLINE FOR QUESTIONS: Monday, January 3, 2022, 5:00 p.m., EST

DIRECT ALL QUESTIONS & INQUIRES TO:

Name: Janice K. Hughes, CPPB
Title: Senior Purchasing Agent
Email: Janice.Hughes@goaa.org
Phone: (407)825-6425

RFP DUE ON OR BEFORE DATE: Tuesday, January 18, 2022

RFP DUE ON OR BEFORE TIME: 11:00 a.m., EST

1.0 GENERAL INFORMATION

1.1 Tentative Schedule

Release Date: **Wednesday, November 24, 2021**
Pre-Proposal GoToMeeting: **Monday, December 20, 2021, 10:00 a.m. EST**
Deadline for submission of questions: **Monday, January 3, 2022 5:00 p.m. EST**
Release of Addendum: T**uesday, January 11, 2022**
Deadline for return of Proposal: **Tuesday, January 18, 2022 by 11:00 a.m. EST**
Concessions/Procurement Committee:* **January/February 2022**
If required, Interviews by Concessions/Procurement Committee*: **February 2022**
Recommendation to the Aviation Authority Board*: **February 16, 2022**
Notice to Proceed: **March 1,, 2022**
CRDC Operational: **June/July 2022**
**Sunshine Meeting schedules are posted weekly on the Aviation Authority website.*

1.2 Solicitation Information

The Solicitation documents have been prepared by the Aviation Authority and the Aviation Authority's general consultant, Ricondo and Associates, Inc. and may be examined and are available for download from the Aviation Authority's Purchasing Department's website or by visiting The Aviation Authority's online solicitation platform powered by Mercell USA (formerly Negometrix USA) at www.orlandoairports.net/purchasing or https://app.negometrix.com/buyer/5681.

a. Negometrix provides supplier registration services, document fulfillment and other purchasing related services to the Aviation Authority and to suppliers doing business with the Aviation Authority. **There is no charge to the Proposer/Proposer to register and any award resulting from this solicitation will not require any payment by the Proposer/Proposer to Mercell USA.**

b. If you received this solicitation document from any source other than Mercell USA (Negometrix 4), please promptly register your interest in this solicitation with Negometrix 4.

c. A Pre-Proposal Conference will be held, **Monday, December 20, 2021, 10:00 a.m. EST. Proposers may attend in person or may attend via a GoToMeeting: https://global.gotomeeting.com/join/368763973; United** *States (Toll Free): **1 877.309.2073*** **Access Code: 368-763-973.** Location is listed on the Cover Page of this solicitation.

d. If participating in the Pre-Proposal Meeting, participants are respectfully requested to RSVP to Janice.Hughes@goaa.org with their company name and contact information. Participants are encouraged to submit their questions in writing prior to the Pre-Proposal Meeting.

e. The purpose of any Pre-Proposal Conference is to review and discuss the solicitation (and any addenda) as published. Attendance is not mandatory but

is highly encouraged. Proposers are expected to be familiar with the Proposal Documents.

f. Questions regarding this Solicitation are to be directed to the Senior Purchasing Agent listed on the Cover Page of this Solicitation. The last date for questions pertaining to this Solicitation is **January 3, 2022 no later than 5:00 p.m., EST**. Questions after this date and time will not be answered. Questions will be answered via addendum and posted to https://app.negometrix.com/buyer/5681.

g. If the Purchasing Department determines that it is necessary to change these dates or times prior to the Proposal due date, the change will be announced via an addendum and posted on Negometrix 4.

h. Proposal openings shall be public, opened on the date and at the time specified on the Proposal form. The Proposer's name and verification of bond submittal, if applicable, will be publicly announced aloud at the Proposal opening.

i. The Proposal Summary is posted on the Aviation Authority's Purchasing Department's website: www.orlandoairports.net/purchasing and on Negometrix 4 website: https://app.negometrix.com/buyer/5681.

j. All prospective Proposers/Proposers shall thoroughly examine and become familiar with the Proposal package and carefully note the items which must be submitted with the Proposal as detailed in **Section Seven, Proposal Submittal Requirements.**

k. Submission of a Proposal shall constitute an acknowledgment that the Proposer has read and understands the Proposal Documents. The failure or neglect of a Proposer to receive or examine any Proposal Document shall in no way relieve it from any obligations under its Proposal or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.

l. **Proposers shall submit *One (1) Response to the RFP only from their Firm.***

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

1.3 Intent and Purpose

a. The Greater Orlando Aviation Authority, Orlando International Airport, Orlando, Florida, (Aviation Authority) is soliciting sealed Proposals from qualified and experienced firms (hereby referred to as the CRDC Logistics Manager/Contractor) to manage and operate a CRDC to service the North Terminal Complex (NTC) including the landside terminal and four airside terminals, and the South Terminal Complex (STC) including both the airside and landside buildings. The STC is currently under construction with a target opening date of June/July 2022.

b. The CRDC Logistics Manager/Contractor will be required to manage the receipt, staging and handling of all concession goods and supplies delivered to the CRDC, and the distribution of the goods and supplies to all concessionaires and tenants in accordance with all applicable Federal, State, and local codes, rules, regulations, laws, policies and practices (Regulations and Policies).

c. Currently, concessions goods are delivered to the NTC via delivery trucks that operate on airport vehicle service roads and are delivered at various airside locations at the central hubs of the four (4) concourses (Airside 1, Airside 2, Airside 3, and Airside 4) as well as the landside terminal. Delivery vehicles access the vehicle service roads via security checkpoints Bravo ("B") and Charlie ("C").

d. The facility being offered by the Aviation Authority as suitable for the CRDC is illustrated on **Exhibit 1.** The maximum space available within this facility for the CRDC operations is 26,270 square feet, which the proposer may modify or reconfigure, at their cost, to effectively fulfill the scope of services defined herein for the CRDC for the term of this agreement. The CRDC maximum facility envelope is illustrated on **Exhibits 2** and **3.** In total, 26,270 square feet of space within the building is available to accommodate the CRDC functions. Historical concession sales and projected future enplanements are presented in **Table 1** and **Table 2**, respectively.

Table 1 – Historical Concessions Sales

	HISTORICAL CONCESSION SALES	
FISCAL YEAR	**NTC**	**STC**
2019	$290,837,000	N/A
CATEGORY		
Food Service	$199,343,000	N/A
Convenience Retail	$44,823,000	N/A
Specialty Retail	$46,671,000	N/A

Note: N/A stands for Not Applicable

4.0 SCOPE OF WORK/SPECIFICATIONS

4.1 General

a. Scope of Work

The Aviation Authority will provide the awarded CRDC Logistics Manager/Contractor with an on-airport building with up to 26,270 square feet to operate the CRDC that will include office space, warehouse space, space for a walk-in cooler and freezer, and docking space.

Functions to be provided by the CRDC Logistics Manager/Contractor will include but not be limited to: receive materials from multiple vendors; track the movement of goods through the CRDC; screen materials utilizing visual, electronic, or other means meeting or exceeding TSA requirements; approve passage of materials to secure, monitored areas of CRDC; handle suspect materials/packages according to required procedures, store materials as necessary following screening in a temperature-controlled environment (ambient, refrigerated, or frozen); monitor duration and condition of stored materials; package or otherwise organize screened goods for delivery, load, transport, and deliver screened materials via secure transportation to both the NTC and STC.

Subject to the Aviation Authority's approval, the awarded CRDC Logistics Manager/Contractor shall have the ability to modify the facility depicted on **Exhibit 3** in a manner to handle the anticipated level of concessions sales.

The CRDC Logistics Manager/Contractor shall provide all supervision, personnel, labor, parts, tools, materials, transportation, equipment, supplies, fixtures, inspections, personal protective equipment, facilities, incidentals, insurance, and performance bond for operating the central receiving and distribution center for all concessionaires and tenants operating at the Orlando International Airport.

The CRDC Logistics Manager/Contractor shall:

1) Operate the CRDC in a way that ensures goods and supplies are delivered on time and delivered to the intended recipients per delivery requirements of the tenant concessionaires.

2) Schedule dock times for all supplier/tenant deliveries in advance and manage the process for executing the required services.

3) Provide and maintain the necessary equipment to perform Services and operate the CRDC in the most efficient manner. A suggested list of Proposer provided equipment may include, but is not limited to, the following:

    a) Office and break room furniture and associated equipment;

Attachment K – No Proposal Response

NO PROPOSAL RESPONSE

TO

REQUEST FOR PROPOSALS

If your firm is unable to submit a Proposal at this time, please provide the information requested in the space provided below and return to:

GREATER ORLANDO AVIATION AUTHORITY
PURCHASING DEPARTMENT
8652 CASA VERDE ROAD, BUILDING 811
ORLANDO, FLORIDA 32827-4338

We have received Request for Proposals, under **Purchasing Proposal 20-22 Central Receiving and Distribution Center** for Orlando International Airport, **opening at 11:00 a.m. January 18, 2022**, at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Department, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338.

Our firm's reason for not submitting is:

_____

_____

_____

_____
Company Name

By: _____

Its: _____
Name & Title, Typed or Printed

ADDENDUM NO. 1
TO
PURCHASING RFP 20-22

CENTRAL RECEIVING AND DISTRIBUTION CENTER
FOR
ORLANDO INTERNATINAL AIRPORT

December 7, 2021

This addendum forms a part of the RFP Documents described above. The original RFP Documents remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

ITEM 1: The Pre-Proposal meeting and tour scheduled for December 8, 2021 is postponed. A new pre-proposal meeting and tour will be scheduled at an later date. The new date will be provided in addendum 2.

ITEM 2: Change the Proposal opening date from **Tuesday, at 11:00 a.m., December 21, 2021 to Tuesday at 11:00 a.m., January 25, 2022.**

ITEM 3: The last day for questions has been extended to January 10, 2022 no later than 5:00 p.m.

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

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

December 7, 2021
Date

TABLE OF CONTENTS

SECTION		PAGE
1.0	**GENERAL INFORMATION**	**7**
1.1	Tentative Schedule	7
1.2	Solicitation Information	7
1.3	Intent and Purpose	9
1.4	Objective and Goals for this RFP	10
1.5	Proposal Submittal	11
1.6	Exceptions to Terms and Conditions within the RFP	11
1.7	Revised Contract Period/Initial Term	12
1.8	Communications; Questions Regarding Specifications or Proposal Process	12
1.9	Notice of Intent to Award Contract	12
1.10	Public Meetings/Public Records	13
1.11	Code of Ethics and Business Conduct Policy	13
2.0	**BACKGROUND INFORMATION**	**14**
2.1	Airport Demographics	14
2.2	Airport Environment	14
3.0	**SPECIAL CONDITIONS**	**15**
3.1	Proposer's Requirements	15
3.2	Evaluation of Proposal Award	15
3.3	Evaluation Criteria of Proposal	16
3.4	Selection Process	16
3.5	Revised Surety Bonds/Letters of Credit/Liability Insurance	17
3.6	Insurance Requirements	21
3.7	Verification of Employment Status	24
3.8	Identification and Access Requirements	25
3.9	Airport Operations Area	27
3.10	Airport Security	28
3.11	Minority and Women Business Enterprise ("MWBE") Participation Program	28
3.12	Local Developing Business ("LDB") Participation Program - Not applicable.	30
3.13	Good Faith Effort for MWBE Participation Program	30
3.14	Management Fee for CRDC Services	31
3.15	Reimbursable Payroll and Operating Expenses	33
3.16	Non-Reimbursable Expenses	34
3.17	Health Insurance	35
3.18	Performance	35
3.19	Liquidated Damages	36
4.0	**SCOPE OF WORK/SPECIFICATIONS**	**38**
4.1	General	38
4.2	Aviation Authority's Responsibilities for the Offered Facility	40
4.3	Contractor's Key Personnel	40
4.4	Revised Contractor's Responsibilities	44
4.5	Performance Requirements	47
4.6	Exhibits	49
5.0	**REVISED AVIATION AUTHORITY STANDARD TERMS AND CONDITIONS**	**58**
5.1	Lobbying Statement	58
5.2	Whistle Blower Reporting Line	58
5.3	EEO Statement	59
5.4	Federal Fair Labor Standards Act	59
5.5	Occupational Safety and Health Act of 1970	59
5.6	Discounts	59

5.7 Pricing 59
5.8 Incurred Cost 59
5.9 Errors 60
5.10 Taxes 60
5.11 Additional Terms & Conditions 60
5.12 Silence of Specifications 60
5.13 Assignment 60
5.14 Indemnification 60
5.15 Patents and Royalties 62
5.16 Software License to Contractor Not Applicable. 62
5.17 Warranty Against Infringement of Intellectual Property 62
5.18 Optional Ownership of Work Product 63
5.19 Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI) 64
5.20 Training Not Applicable 65
5.21 Acceptance Not Applicable 65
5.22 Safety Warranty 65
5.23 Warranty Not Applicable 65
5.24 Awards 65
5.25 Conflict of Interest: 65
5.26 Purchasing Agreements with Other Governmental Entities 65
5.27 Drug-Free Workplace 66
5.28 Discriminatory Vendor List 66
5.29 Public Entity Crimes 66
5.30 Scrutinized Companies 66
5.31 Licenses and Certifications 67
5.32 Subcontractors 67
5.33 Verbal Instructions 68
5.34 Litigation Venue 68
5.35 Revised Addition, Deletion, or Modification of Services 68
5.36 Operation During Dispute 69
5.37 Revised Contract Termination 69
5.38 Supervision of Contract Performance 70
5.39 Contractor Responsibilities 71
5.40 Monitoring of Work 71
5.41 Prompt Payment 71
5.42 Right To Audit Records 71
5.43 Copying Documents 72
5.44 Florida Public Records Law 72
5.45 *Revised Force Majeure* 73
5.46 Federal Emergency Management Agency (FEMA) Contract Requirements 73
5.47 Federal Compliance Provisions 74
6.0 CONTRACT 79
6.1 Contract Instructions 79
6.2 Revised Contract 80
7.0 PROPOSAL SUBMITAL REQUIREMENTS 89
7.1 Required Proposal Format 89
Tab 1 – Table of Contents 89
Tab 2 - Executive Summary 89
Tab 3 - Proposer's Knowledge and Experience 90
Tab 4 – Proposed Management and Operational Plan 90
Tab 5 – Equipment New and Unused 92
Tab 6 – Claims Information 92

Tab 7 – Prior or Pending Convictions, Indictments, Investigations, Regulatory Investigations, and Conflicts Of Interest 92
Tab 8 - Financial Background Information 93
Tab 9 – Additional Information 93
Tab 10 – Attachments (Forms to be turned in with Proposal) 93
Attachment A - Proposer's Certification Form 94
Attachment B – Proposal Price Schedule 95
Attachment C - Addendum Receipt Verification 97
Attachment D - Proposer's Questionnaire 98
Attachment E - Conflict of Interest Disclosure Form 101
Attachment F - Certification Regarding Prohibition Against Contracting with Scrutinized 102
Attachment G – MWBE FORMS 103
Attachment H - Current W9 106
Attachment I – Certificate of Insurance 107
Attachment J - Letter of Bondability or Letter of Credit 108
Attachment K – No Proposal Response 109

Register on Negometrix 4

The Greater Orlando Aviation Authority (Aviation Authority) now uses an online solicitation platform powered by Mercell USA (formerly Negometrix USA) to post and accept submissions for open solicitations.

The Aviation Authority encourages you to register on the Negometrix platform and to add commodity codes to your account so that you will automatically be notified of solicitation opportunities with GOAA that may be of interest to your firm.

Registration is a simple and free process that takes only a few minutes. Please click the link below and fill out the registration form. The Aviation Authority believes that this online transition will be of benefit to all vendors, greatly reducing the time and cost attributed with printing and shipping multiple copies of solicitation responses. To register with Negometrix follow the link:

https://app.negometrix.com/registration.

If you already have a Negometrix 4 profile, you will not need to register again to participate in Aviation Authority bids.

You can find all current Aviation Authority solicitations at: https://app.negometrix.com/buyer/5681

Additional Information

Suppliers can check out the support video in the link below for a full walkthrough of the Negometrix 4 platform, after registering to submitting your first solicitation:
https://youtu.be/4mpFfFaPp2M

Need Assistance?

The Service Desk for the Negometrix 4 platform is available from Monday – Friday, 9:00 am – 8:00 pm EST for any assistance you may need. You can check out frequently asked questions on their Support Page, https://help.negometrix.com/en/support/home, or find the contact information below:

Negometrix Service Desk

Email: servicedesk.us@negometrix.com
Phone: (724) 888-5294

1.0 GENERAL INFORMATION

1.1 Tentative Schedule

Release Date: **Wednesday, November 24, 2021**
Pre-Proposal GoToMeeting: **Wednesday, December 8 2021, 10:00 a.m. EST**
Deadline for submission of questions: **Friday, December 10, 2021 5:00 p.m. EST**
Release of Addendum: **Tuesday, December 14, 2021**
Deadline for return of Proposal: **Tuesday, December 21, 2021 by 11:00 a.m. EST**
Concessions/Procurement Committee:* **January 2022**
If required, Interviews by Concessions/Procurement Committee*: **January 2022**
Recommendation to the Aviation Authority Board*: **February 16, 2022**
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g. If the Purchasing Department determines that it is necessary to change these dates or times prior to the Proposal due date, the change will be announced via an addendum and posted on Negometrix 4.

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l. **Proposers shall submit *One (1) Response to the RFP only from their Firm.***

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

1.3 Intent and Purpose

a. The Greater Orlando Aviation Authority, Orlando International Airport, Orlando, Florida, (Aviation Authority) is soliciting sealed Proposals from qualified and experienced firms (hereby referred to as the CRDC Logistics Manager/Contractor) to manage and operate a CRDC to service the North Terminal Complex (NTC) including the landside terminal and four airside terminals, and the South Terminal Complex (STC) including both the airside and landside buildings. The STC is currently under construction with a target opening date of June/July 2022.

b. The CRDC Logistics Manager/Contractor will be required to manage the receipt, staging and handling of all concession goods and supplies delivered to the CRDC, and the distribution of the goods and supplies to all concessionaires and tenants in accordance with all applicable Federal, State, and local codes, rules, regulations, laws, policies and practices (Regulations and Policies).

c. Currently, concessions goods are delivered to the NTC via delivery trucks that operate on airport vehicle service roads and are delivered at various airside locations at the central hubs of the four (4) concourses (Airside 1, Airside 2, Airside 3, and Airside 4) as well as the landside terminal. Delivery vehicles access the vehicle service roads via security checkpoints Bravo ("B") and Charlie ("C").

d. The facility being offered by the Aviation Authority as suitable for the CRDC is illustrated on **Exhibit 1.** The maximum space available within this facility for the CRDC operations is 35,700 square feet, which the proposer may modify or reconfigure, at their cost, to effectively fulfill the scope of services defined herein for the CRDC for the term of this agreement. The CRDC maximum facility envelope is illustrated on **Exhibits 2** and **3**. In total, 35,700 square feet of space within the building is available to accommodate the CRDC functions. Historical concession sales and projected future enplanements are presented in **Table 1** and **Table 2**, respectively.

Table 1 – Historical Concessions Sales

	HISTORICAL CONCESSION SALES	
FISCAL YEAR	**NTC**	**STC**
2019	$290,837,000	N/A
CATEGORY		
Food Service	$199,343,000	N/A
Convenience Retail	$44,823,000	N/A
Specialty Retail	$46,671,000	N/A

Note: N/A stands for Not Applicable

Table 2 – Projected Enplanements

YEAR	Total Airport	STC
2022	22,362,000	3,514,000
2025	25,851,000	4,796,000

Note: The enplanements shown are projections only for the purpose of this RFP and are not guaranteed or meant to assure any future passenger level at the airport.

e. **CRDC Operations** Proposers are required to provide a functioning CRDC operation to, at minimum, serve the STC no later than 120 days following Notice to Proceed as detailed in **Section 4.0 – Scope of Work/Specifications.** A fully functional CRDC to serve both the NTC and STC shall be provided no later than 270 days following Notice to Proceed.

f. The management, maintenance and operation of the CRDC shall be under the supervision and direction of qualified, competent individuals who shall at all times be authorized to act on behalf of the CRDC Logistics Manager/Contractor. All services shall follow the highest standards prevailing in the industry, as well as applicable Regulations and Policies governing the work. The measure will be met and maintained by effective communications with the Aviation Authority stakeholders, regular operations management reviews, and industry best practices.

g. The CRDC Logistics Manager/Contractor will be required to manage the inspection, receipt, staging and handling of all goods and supplies delivered to the CRDC, and the distribution of the goods and supplies to all Concessionaires and Tenants in the NTC and STC delivery locations shown on **Exhibit 4a/4b/4c**.

1.4 Objective and Goals for this RFP

a. The Contractor shall provide all supervision, personnel, labor, parts, tools, materials, transportation, equipment, supplies, fixtures, inspections, personal protective equipment, incidentals, insurance, and performance bond for operating a CRDC for all concessionaires and tenants located within the airside and landside passenger terminals operating at the Orlando International Airport.

b. CRDC goals:
- Improve security and safety
- Streamline operations
- Reduce terminal roadway and Air Operations Area (AOA) congestion
- Minimization of congestion at security checkpoints
- Reduce environmental impacts
- Reduce costs

c. This Proposal includes a Minority and Women Business Enterprise (MWBE) participation requirement. The Participation Goal for this Contract will be **5%** for MWBEs.

1.5 Proposal Submittal

a. **The time/date stamp clock located in the Purchasing Department Office shall serve as the official authority to determine lateness of any Proposal. The Proposal time shall be scrupulously observed. Under no circumstances shall Proposals delivered after the time specified be considered. Late Proposals will be returned to the Proposer unopened.**

b. Each Proposer shall submit a complete set of the Proposal Submittal as defined below:

One (1) hard copy marked "ORIGINAL"
One (1) hard copy (s) marked "COPY"
One (1) COMPLETE electronic copy on a USB drive in PDF format

c. All Proposals must be typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Proposal.

d. It is the sole responsibility of the Proposer to ensure that their Proposal reaches the Purchasing Department. All Proposals, unless otherwise specified, must be delivered to the following address no later than the time and date specified in the solicitation:

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

e. Proposers should include the Proposal Number, Proposal Name, Name and Address of Proposer, and the Date of the Proposal opening on the outside of the box or envelope. **Proposals submitted by e-mail, telephone or fax shall not be accepted. An e-mailed or a faxed Proposal shall be rejected as non-responsive regardless of where or when it is received.**

f. Proposers are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your Proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

1.6 Exceptions to Terms and Conditions within the RFP

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

1.7 Revised Contract Period/Initial Term

a. The Contract period will be for Eighty four **(84) months** with the **Initial Term** to commence on or about **March 17, 2022**, and with the Aviation Authority having an option to renew the Contract **for one (1) additional period of three (3) years**.

b. The renewal option compensation will be based on the annual management fees. If the parties cannot successfully negotiate pricing for any renewal option year, the Aviation Authority may exercise its option to renew the Contract for such option year at the maximum prices described below. The compensation due to the CRDC Logistics Manager/Contractor in the renewal option if exercised, may not exceed the annual unit prices for the immediately preceding year, increased by a percentage that equals the percentage, if any, by which the Consumer Price Index, United States City Averages, Urban Wage Earners and Clerical Workers (CPI-W), All Items (1982-84=100) ("CPI") published from time to time by the United States Bureau of Labor Statistics in effect as of the end of the 72nd month of the Contract term exceeds the CPI in effect as of the end of the 78th month of the Contract term.

1.8 Communications; Questions Regarding Specifications or Proposal Process

a. All communication and contact regarding this solicitation shall be directed to the Senior Purchasing Agent referenced on the cover page of this solicitation.

b. Any official communication from a Proposer during the Proposal process should be submitted in writing to the Greater Orlando Aviation Authority, Purchasing Department, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 or to the email address as directed during the Proposal process. A copy of the Administration Policies (Sections 180.01 and 180.03) are available upon request from the Chief Administrative Officer.

c. In accordance with the above-referenced policies, any communication directly or indirectly to seek to encourage any specific result in connection with an Aviation Authority selection process, including but not limited to, written communications, any and all forms of electronic communications or messaging, including social media, oral communications either in person or by telephone, initiated by a Proposer or through a lobbyist, agent or third person, to any Aviation Authority staff and/or Committee/Board member who is a member of any committee constituted for the purposes of ranking Solicitations, making recommendations or making an award, is prohibited from the time that the Solicitation is released to the time that the award is made.

1.9 Notice of Intent to Award Contract

Unless all Proposals are rejected by the Aviation Authority, a Notice of Intent to Award is anticipated to be provided no later than ninety (90) days from the opening of Proposals to the responsible and responsive Proposer submitting the Proposal deemed to be most advantageous to the Aviation Authority, price and other factors

being considered. For all procurements, the Aviation Authority reserves the right to reject any or all Proposals and to cancel the procurement or to solicit new Proposals.

1.10 Public Meetings/Public Records

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

1.11 Code of Ethics and Business Conduct Policy

The Aviation Authority has adopted a Code of Ethics and Business Conduct Policy (Section 204.01) which addresses, the obligation of the Aviation Authority's Board members and employees to follow the Florida Statutes in reference to these issues. This includes, but is not limited to, the obligations of the Aviation Authority's Board members and employees with respect to having an interest in business entities, outside employment, gratuities, divulgence of information, unauthorized compensation and acceptance of gifts. Please be aware that any violation of this policy by a Proposer and/or any attempt to influence an Aviation Authority Board member or employee to violate the policy is sufficient cause for the denial of the right of the Proposer to Proposal on any Contract or sell any materials, supplies, equipment, or services to the Aviation Authority for a period of time that is determined by the Chief Executive Officer. A copy of this policy is available upon request from the Chief Administrative Officer.

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2.0 BACKGROUND INFORMATION

2.1 Airport Demographics

a. As of November 2021, the Orlando International Airport is served by 29 commercial airlines and 3 cargo carriers. In January 2020, the Airport was served by 37 commercial airlines and 6 cargo carriers.

b. Prior to the COVID19 pandemic, the Airport served over approximately 50 million passengers annually. During Fiscal Year 2021, which ended on September 30, 2021, the Airport served over 26 million passengers.

c. MCO, like all airports in the United States, is self-sustaining, with Airport revenues being generated from user fees, concessions, and airline revenues. No local taxpayer dollars contribute to the operation of MCO.

2.2 Airport Environment

It is important for Proposers to note that the Airport environment presents the Proposer with a set of unique challenges which are not typical of any other environment.

a. Concessions are open three hundred and sixty-five (365) days a year with operating hours and staffing levels that reflect fluctuations in seasonal and daily passenger traffic.

b. The CRDC facility offered by the Aviation Authority will not have direct AOA access, therefore, deliveries made to designated delivery locations will traverse public roads and must be in accordance with the Security Department's delivery requirements, all Transportation Security Administration (TSA) requirements, and applicable Regulations and Policies. The awarded CRDC Logistics Manager/Contractor would be subject to civil penalties as assessed by TSA and the Aviation Authority for failure to comply with applicable Regulations and Policies.

c. Deliveries must be scheduled to ensure they do not conflict with the Airport's peak traffic times and ongoing airport or airline operations.

d. Due to physical height restrictions and access constraints around the STC delivery locations, it is highly recommended that respondents participate in the site tour immediately following the pre-proposal meeting in order to confirm delivery location height restrictions for the proposed delivery trucks

e. The Airport is a non-smoking facility.

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3.0 SPECIAL CONDITIONS

3.1 Proposer's Requirements

Proposers must meet the following requirements to be considered for the award of the contract. Proposers will address each requirement specifically in their Proposal. In order for the Aviation Authority to consider the qualifications of Proposers for this RFP, each Proposer must acknowledge on company letterhead and provide written documentation that it meets the following Requirements:

a. Proposer shall have a minimum of five (5) years successful, continuous, and recent experience, operating, and managing a central receiving and distribution center to include perishables. Experience should include the inspecting, receiving and distributing a wide variety of retail and food and beverage.

b. Experience with supply chain management in an airport, mall, warehouse or other similar large-scale environment.

c. Proposer must be registered to do business in the State of Florida.

d. **To avoid any conflict of interest, Contractor(s) who currently hold any type of Concessionaires' Contract with the Aviation Authority will not be considered to perform the CRDC Services Contract.**

e. Proposers' experience must be in the operation and management of receiving and delivery operations at airports or other facilities similar in size and scope of that of the Orlando International Airport. Proposer should demonstrate similar experience.

f. Meets the Scope of Work/Specifications as listed in Section 4.

g. Proposer must demonstrate financial responsibility.

h. If the Proposer is a partnership, joint venture, or newly formed entity (e.g. limited liability company or corporation), the minimum requirements set forth in this Section 3.1 (and throughout the RFP) must be satisfied by the entity or individual(s) that owns and controls a majority equity interest (at least 51 %) of the partnership, joint venture or newly formed entity.

3.2 Evaluation of Proposal Award

The Aviation Authority, in its sole discretion, may award the Contract to the responsible and responsive Proposer submitting the Proposal which is deemed to be the most advantageous to the Aviation Authority, price and other factors being considered. The following are the evaluation criteria that will be considered in determining which Proposal is most advantageous to the Aviation Authority. Proposer(s) must meet the requirements as stated and demonstrate a turnkey capability required for the operation of CRDC at the Airport.

a. Meet Section 3.1, Proposer's Requirements.

b. Demonstrated Experience and Knowledge of Efficient CRDC operations and how the specific CDRC goals noted in 1.4, Objective and Goals for this RFP would be met.

c. Management and Operational Plans.

d. New and Unused Equipment.

e. Financial Background and Strength.

f. Management and Operating Fees.

3.3 Evaluation Criteria of Proposal

a. The evaluation criteria does not have any specific predetermined relative weight. The consideration of individual criterion is merely a tool to assist the Aviation Authority in determining which Proposal is most advantageous, as a whole, to the Aviation Authority, price and other factors being considered.

b. The relative advantages of a Proposer's responses with respect to one criterion may outweigh shortcomings of that Proposer's responses in one or more other criterion, depending on the relative disparities in the qualities of the responses in each criterion and the relative importance of certain criteria to each other, as determined in the exclusive discretion of the Aviation Authority.

c. All parties desiring information regarding the award of the Contract may visit http://Orlandoairports.net or https://app.negometrix.com/buyer/5681.

3.4 Selection Process

a. Responses to this RFP will be evaluated and ranked by the Concessions/Procurement Services Committee (CPC). The recommendation of the CPC will be considered by the Aviation Authority Board for award.

b. The CPC shall review the responses to evaluate whether the Proposers meet the requirements set forth in this RFP and have provided all required information. The CPC will then thoroughly evaluate the responses and may, at its discretion, invite one or more of the Proposers that appear to be the most highly qualified to perform the requested services to present/interview with the CPC. The purpose of such an interview would be to allow Proposers to elaborate upon their Proposal before a recommendation for ranking of the Proposals is made. Interview responses, along with the written Proposal will become part of the Proposer's response to be evaluated by the CPC. Among the factors that will be considered in selecting the Proposers who may be shortlisted or for ranking purposes include: meeting the requirements, approach to providing the Services, ability to provide the required Services, prior experience on similar projects, past performance with the Aviation

Authority (if applicable), past performance with other entities and pricing. The Aviation Authority reserves the right to solicit from available sources relevant information concerning a Proposer's past performance and may consider such information in its selection of Proposers.

c. If the CPC decides to shortlist Proposers, the presentations/interviews will be held the **week of January 17, 2022.** Following presentations/interviews, or in the event CPC determines that presentations/interviews are not necessary, the CPC shall make a final ranking and select in order of preference, in order to make a recommendation to the Aviation Authority's Board, the responsible, responsive, and in its sole discretion, most highly qualified Proposers to perform the requested services.

d. Following the Aviation Authority Board approval of the CPC ranking, the Aviation Authority shall enter into negotiations with the top-ranked Proposer, in order to consummate a contract on terms that are fair, competitive and reasonable. Should the Aviation Authority be unable to negotiate a satisfactory contract with the top-ranked Proposer, negotiations with that Proposer shall be terminated. The Aviation Authority shall then undertake negotiations with the second-ranked Proposer, and if necessary, additional Proposers in accordance with the order of ranking. Upon successful completion of contract negotiations with a Proposer, the Aviation Authority shall have the right, but not the obligation, to award all or any portion of the services. The extent and scope of the Services, along with the fees for such services, will be subject to final approval by the Aviation Authority. The Aviation Authority intends, but is not obligated, to enter into a non-exclusive agreement with the highest ranked Proposer to perform the required Services described herein. The Aviation Authority reserves its right to award any or all of the advertised services subject to the availability of funding.

e. The Aviation Authority reserves the right to waive any informality in the RFPs, to reject any and all RFPs, and to re-advertise or 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.

f. The meetings of the CPC Committee and Aviation Authority Board are public meetings.

3.5 Revised Surety Bonds/Letters of Credit/Liability Insurance

A Surety Bond/Letter of Credit is required for this Contract.

a. Prior to Aviation Authority's execution of the Contract and within ten (10) business days of the award, the Contractor shall furnish to Aviation Authority a Performance Bond, and a Payment Bond if required, completed on the Aviation Authority's forms provided in the Contract Documents. Such Performance Bond

shall be current and in compliance at all times during the Term of the Contract in a penal sum equal to **Two Million Dollars ($2,000,000.00).**

b. The Contractor may elect to provide the Aviation Authority, in lieu of the required Performance Bond (but not the Payment Bond if required by general law), a letter of credit in an amount equal to **Two Million Dollars ($2,000,000.00)**, and issued on the Aviation Authority's form of irrevocable standby letter of credit ("Letter of Credit"). The Contractor shall provide the Aviation Authority with a Letter of Credit that remains in effect for at least one year after the expiration or earlier termination of the term of the Contract including any renewal or other extended term. If the Contractor fails to perform any obligation required of it under the terms of the Contract including, but not limited to, providing the Aviation Authority with an acceptable renewal or replacement letter of credit within the required time limits, the Aviation Authority shall be entitled, in addition to any other remedies, to draw the full amount of the funds available under any Letter of Credit provided by Contractor to Authority and to hold such funds until such time as the Aviation Authority in its discretion shall determine the amount of damages, costs and expenses owing to it from the Contractor. The Aviation Authority shall retain from such funds an amount equal to its actual or anticipated damages, costs and expenses, and shall thereafter return the remaining amount of the funds, if any, to the Contractor.

c. Prior to the commencement of any renewal or extended term of the Contract, Contractor, at its own expense, shall provide to the Aviation Authority an acceptable renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit .

d. Except as provided in this Performance Bond Section, the Aviation Authority will not accept any change or modification to the forms of Performance Bond or Letter of Credit attached to these Proposal Documents. The sole change to the forms of Performance Bond and Letter of Credit that the Aviation Authority will accept is that the Contractor may provide a Performance Bond or a Letter of Credit **that is for a period of less than the full initial term of the Contract but which still has an effective term of not less than twelve (12) months**. The Aviation Authority shall release any existing Letter of Credit provided by the Contractor upon the Aviation Authority's receipt and approval of a renewal or replacement Letter of Credit that complies with the requirements of this Contract.

e. If the Contractor is required to provide any renewal of the Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit (collectively, the "Replacement"), Contractor shall, at the discretion of the Aviation Authority, calculate the penal sum/amount (the "Amount") of any such Replacement as follows:

1) If the Renewal is provided in connection with the expiration of an existing Performance Bond or Letter of Credit prior to expiration of the initial term

of the Contract but not in connection with an amendment to the Contract where the compensation to be paid to Contractor is increased, the Replacement shall be in an Amount equal to the Amount of the then current Performance Bond or Letter of Credit.

2) If the Replacement Performance Bond is provided in connection with an amendment of the Contract where the compensation to be paid to the Contractor during the period covered by the then current Performance Bond or Letter of Credit is increased for any reason, the Replacement shall be in an Amount equal to the Amount of the then current Performance Bond or Letter of Credit plus an amount that bears the same ratio to the increased compensation to be paid to the Contractor that the Amount of the then current Performance Bond or Letter of Credit bears to the total compensation to be paid to the Contractor prior to such amendment to the Contract.

3) If the Replacement is provided in connection with the renewal or extension of the Contract and the required Amount of the Performance Bond or Letter of Credit for the initial term of the Contract is stated as a fixed Amount, the Replacement shall be in an Amount equal to the lesser of either (i) the Amount required during the initial term of the Contract; or (ii) an Amount that bears the same ratio to the total estimated compensation to be paid to the Contractor during the renewal term that the Amount required during the initial term of the Contract bore to the total estimated compensation to be paid to the Contractor during the initial term of the Contract.

4) If the Replacement is provided in connection with the renewal or extension of the Contract and the required Amount of the Performance Bond or Letter of Credit for the initial term of the Contract is stated as a fraction or percentage of the Contract price, the Replacement shall be in an Amount equal to the same annualized percentage of the total estimated compensation (including any reimbursable expenses) to be paid to the Contractor during the renewal term (i.e., if the initial Performance Bond or Letter of Credit is 1/6 of the total three year Contract cost, then the Replacement will be one-half of the total estimated compensation to be paid to the Contractor during the renewal year).

f. Failure to timely submit an acceptable Performance Bond or Letter of Credit prior to commencement of the Contract in addition to all other rights available to the Aviation Authority under law, shall give the Aviation Authority the right to withdraw the Notice of Intent to Award, without the need for providing the Contractor advance notice or the opportunity to cure. Contractor acknowledges responsibility for any damages or costs incurred by the Aviation Authority due to its failure to comply with this Section 3.5.

g. Surety Bonds delivered to the Aviation Authority in satisfaction of any requirement under this Contract must meet the following criteria:

1) Proposal Bonds provided to the Aviation Authority in connection with Contracts shall be duly issued by an insurer or corporate surety (a) on a bond form provided by the Aviation Authority, or on a form substantially the same as the Aviation Authority's form; b) obligating the surety for at least ninety (90) days following the date on which Proposals are publicly opened; and (c) by an insurer or corporate surety that is authorized to conduct insurance business in the State of Florida.

2) Performance and Payment Bonds provided to the Aviation Authority in connection with Contracts having a value of $500,000.00 or less shall be duly issued by an insurer or corporate surety which:

   a) Is authorized to conduct insurance business in the State of Florida;

   b) Currently holds a certificate of authority authorizing it to write surety bonds in the State of Florida; and

   c) Is otherwise in compliance with the provisions of the Florida Insurance Code.

3) Performance and Payment Bonds provided to the Aviation Authority in connection with Contracts having a value in excess of $500,000.00 shall be duly issued by an insurer or corporate surety which:

   a) Is authorized to conduct insurance business in the State of Florida;

   b) Holds a currently valid certificate of authority by the U.S. Department of Treasury pursuant to 31 U.S.C. ss 9304-9308; and

   c) Has no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating Services.

   d) Notwithstanding the provisions of (c) above, an insurer or corporate surety which is not rated by AM Best Rating Services may be accepted by Aviation Authority, but only if approved by Aviation Authority's Risk Manager and Department Director following a review or investigation of the insurance company's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, of the insurance company's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, liquidity and such other factors as the Aviation Authority's Risk Manager may deem appropriate.

h. Liability Insurance Companies furnishing insurance coverages required by these Special Conditions shall (a) be currently authorized to conduct insurance

business in the State of Florida, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating Services.

i. In the event that the Aviation Authority requests Contractor to purchase materials or as a condition to approval of a Subcontractor in accordance with the **Section 5**, the Aviation Authority shall have the right to require Contractor to provide a payment bond in accordance with Section 255.05, Florida Statutes.

j. Letters of Credit shall be issued by a bank with an office located in the State of Florida and reasonably acceptable to the Aviation Authority's Chief Executive Officer or designee.

3.6 Insurance Requirements

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

a. **Commercial General Liability and Automobile Liability**:

1) Commercial General Liability insurance covering any and all claims for property damage and bodily injury (including death) and including, but not limited to premises, products and completed operations, and Contractual liability for Contractor's covenants, with a limit of liability not less than **Five Million Dollars ($5,000,000)** per occurrence; and

2) Automobile liability insurance covering each motor vehicle, including but not limited to owned, non-owned, or hired, used in conjunction with providing Services on Aviation Authority property resulting in property damage or bodily injury, including death with a limit of not less than **Five Million Dollars ($5,000,000)** combined single limit per accident;

3) Additional Insured Endorsement. Such above referenced liability insurance shall name the Aviation Authority and the City of Orlando and their members (including, without limitation, members of the Aviation Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents as additional insureds.

b. **Workers' Compensation and Employer's Liability.** The following insurance shall apply to all Contractor's employees who will be engaged on Aviation Authority property in the performances of Services in this Agreement: (i) workers' compensation insurance with statutory limits in accordance with Florida law, and (ii) employer's liability insurance policy limits not be less than One Hundred Thousand Dollars ($100,000) for each accident, One Hundred Thousand Dollars ($100,000) for disease each employee and Five Hundred Thousand Dollars ($500,000) for disease policy limit. If the Contractor is self-insured, the Contractor shall provide proof of self-insurance and authorization

to self-insure as required by applicable Florida laws and regulations. The Aviation Authority will not accept State of Florida exemptions.

c. **Professional/Errors & Omissions Liability Insurance. Not applicable.**

d. **Garage Liability Insurance. Not applicable.**

e. **Garage Keepers Insurance. Not applicable.**

f. **Warehouse Operators Legal Liability.**

Insurance covering direct physical loss or damage of property of others in the care, custody, or control of Contractor while acting as a warehouse operator or as a "Bailee" with limit of liability not less than One Million Dollars ($1,000,000) per occurrence. Additional insured endorsement was written in a. 3) of this section shall apply to this coverage. This coverage can be incorporated in Contractor's other liability insurance as a policy sublimit or be standalone coverage.

g. **Motor Truck Cargo Insurance.**

Insurance covering direct physical loss of property of others in the care, custody, or control of Contractor while in due course of transit including loading and unloading. This coverage can incorporated in Contractor's other insurance or be standalone coverage. The limit shall be sufficient to cover a total loss to any one conveyance.

h. **Crime Coverage. Not applicable.**

i. **Pollution/Environmental Liability Insurance.**

Insurance for bodily injury, property damage, defense costs, clean-up and restoration expenses resulting from pollution/pollutant(s) or other environmental impairments which arises out of, or in connection with, Contractor's work with limits not less than $1,000,000 per claim.

j. **Cyber/Privacy Liability Insurance. Not applicable.**

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

1) Self-Insured Retention and Deductibles. Contractor's insurance policies shall not be subject to a self-insured retention or deductible exceeding Ten Thousand Dollars ($10,000), if the value of the Contract is less than $1,000,000, and not be subject to a self-insured retention or deductible exceeding One Hundred Thousand Dollars ($100,000), if the Contract is $1,000,000 or more, unless approved by the Aviation Authority's Chief Executive Officer. The above deductible limits may be exceeded if the Contractor's insurer is required to pay claims from the first dollar at 100%

of the claim value without any requirement that Contractor pay the deductible prior to its insurer's payment of the claim.

2) Insurance policies shall be primary insurance and not contributory to any other valid insurance the Aviation Authority may possess, and that any other insurance the Aviation Authority does possess shall be considered excess insurance only.

3) Insurance shall be carried with an insurance company or companies be currently authorized to conduct insurance business in the State of Florida, and must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating and said policies shall be in a form acceptable to the Aviation Authority.

4) Any liability insurance maintained by Contractor written on a claims-made form basis will maintain coverage for a period of time determined by the Aviation Authority to be appropriate to cover claims made after the Contractor has concluded its services to the Aviation Authority.

5) All insurance required for this Contract shall contain a waiver of subrogation clause, as allowed by law, in favor of the Authority and the City of Orlando.

6) A properly completed and executed Certificate of Insurance on a form provided or approved by the Aviation Authority (such as a current ACORD form) evidencing the insurance coverages required by this Section shall be furnished to the Aviation Authority upon the Notice of Intent to Award of the Contract and each renewal thereafter during the term of this Agreement and its renewal/extension. Contractor acknowledges that any acceptance of Certificate of Insurance by the Aviation Authority does not waive any obligations herein this Agreement.

7) The Aviation Authority is currently contracted with a third party for the management of all insurance certificates related to Aviation Authority Contracts. Contractors who enter into a Contract with the Aviation Authority will be contacted directly by the third party vendor for insurance certificates and related matters such as expired certificates. An introductory letter will be sent instructing each Contractor of the proper procedures for processing updated insurance certificates as well as any other insurance related matter that may arise over the term of the Contract. Contractors will respond as directed in the introductory letter as well as any further instructions they may receive.

8) The Contractor shall provide the Aviation Authority immediate written notice of any adverse material change to the Contractor's required insurance coverage. For purposes of this Insurance Section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, or any

increase in the Contractor's self-insured retention and any non-renewal or cancellation of required insurance.

9) If any insurance coverage is canceled or reduced, Contractor shall, within forty-eight (48) hours remit to the Aviation Authority a Certificate of Insurance showing that the required insurance has been reinstated or replaced by another insurance company or companies acceptable to the Aviation Authority. If Contractor fails to obtain or have such insurance reinstated, the Aviation Authority may, if it so elects, and without waiving any other remedy it may have against Contractor, immediately terminate this Contract upon written notice to Contractor.

10) The Aviation Authority's Chief Executive Officer shall have the right to alter the monetary limits or coverages herein specified from time to time during the term of this Contract, and Contractor shall comply with all reasonable requests of the Chief Executive Officer with respect thereto.

3.7 Verification of Employment Status

a. Prior to the employment of any person under this Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term, and an express requirement that Contractors include in such subcontracts the requirement that Subcontractors performing work or providing services pursuant to the state Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the Contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

http://www.uscis.gov/portal/site/uscis.

b. **Only those employees determined eligible to work within the United States shall be employed under this Contract.**

c. By submission of a Proposal in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this Contract. The Contractor shall commit to complying with this requirement.

3.8 Identification and Access Requirements

a. Contractor is required to conduct an employee background check, or require its Subcontractors to perform an employee background check, in accordance with the requirements herein on each person proposed for employment at Orlando International Airport in connection with this Contract, if such person is an employee of Contractor or an employee of a Subcontractor for whom Contractor is required to sign the Aviation Authority's badge application ("Contractor Responsible Employees"). Such background check must be successfully completed prior to such person applying for an access control

identification badge with the Aviation Authority. Each background check shall be performed to the following minimum requirements:

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

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

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

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

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

g. <u>Fees Associated with Identification Badges and Keys</u>

Security Background Check	$11.00
New Issue	$25.00
Renewal/Defaced	$25.00
Name Change	$25.00 (paid at time of issuance)
Addition	$25.00 (i.e. adding company name, driver, etc.)
Deletion	$25.00
Lost	$50.00
Stolen	No Charge with proper documentation
Fingerprinting	$27.00 (every two years)
AOA Vehicle Decal	$25.00 per vehicle
New Hard Key	$10.00
Lost Hard Key	$50.00

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

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

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

j. **Customs and Border Patrol Badge**

1) The U.S. Customs and Border Protection required badge for the purposes of performing duties under the Contract is a hologram badge. The Contractor will comply with all U.S. Customs Service requirements in order to obtain and maintain a hologram to be affixed on the Aviation Authority badge. Currently a bond must be posted with U.S. Customs and Border Protection before any holograms are issued. Contractor should verify bond cost with U.S. Customs and Border Protection. The bond amount could change if the Contractor commits U.S. Customs and Border Protection violations or if the U.S. Customs and Border Protection changes its rules or procedures.

2) Post a continuous CF 301 Bond (Type 1 or 2) or an Airport Security Bond. The bond is obtained from an authorized surety company as referenced in 19CFR113.37. The face value of the bond depends upon how many employees will require access to the Customs security areas.

Less than 15	$25,000.00
Between 15 - 25	$50,000.00
More than 25	$100,000.00

3) The CF 301 Bond can be designated as an import/broker bond, warehouse bond, international carrier bond, or a non-specific Airport Security Bond.

4) The Contractor must have a sufficient number of management staff as well as regular staff, (as permitted by local U.S. Customs and Border Patrol officials) badged with Federal Inspection Station (FIS) (US Customs and Border Patrol) credentials, to ensure adequate staff on all shifts are capable of responding to FIS calls without escort.

3.9 Airport Operations Area

a. Contractor's personnel are required to successfully complete SIDA Training and demonstrate proficiency in all Airport Operations Instructions (OI's) regarding secured access to airfield and aircraft ramp and apron areas, otherwise known as Airport Operations Area (AOA). No escorts of any type will be provided.

b. Airport Security: Contractor's services shall be performed in accordance with the Transportation Security Administration (TSA), Federal Aviation Administration (FAA), and any other governmental agency Regulations and Policies. The FAA and the TSA may assess fines and penalties for Contractor's noncompliance with the provisions of Title 49 Code of Federal Regulations (CFR), Parts 1540 and 1542, as amended from time to time, or by other agencies for noncompliance with Regulations and Policies applicable to Contractor's operations. Within ten days of notification in writing, Contractor shall reimburse the City for any paid fines or penalties assessed against the City because of Contractor's noncompliance with 49 CFR 1540 and 1542 or other applicable Regulations and Policies.

c. The Contractor acknowledges that fines or penalties associated with non-compliance with Regulations and Policies must be reimbursed to MCO.

3.10 Airport Security

The successful Proposer will be required to comply with all applicable Regulations and Policies of the TSA and of the Aviation Authority relating to Airport security, including those relating to access to the AOA of the Orlando International Airport, as such Regulations and Policies may be in effect or changed from time to time.

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

a. To encourage development and growth of MWBEs, the Aviation Authority has adopted a Non-Federally Funded Minority and Women Business Enterprise ("MWBE") Participation Program, which is available on the Aviation Authority's website https://orlandoairports.net/airport-business/.

b. It is the policy of the Aviation Authority that MWBEs shall have the maximum opportunity to participate in the purchase of goods and services, and the Aviation Authority has established the MWBE Participation Program to implement this policy. This participation can take the form of purchasing Contracts, subcontracts, joint ventures or similar arrangements.

c. **The Proposal will be considered non-responsive to the Request for Proposal and rejected if the Proposer fails to demonstrate, to the reasonable satisfaction of the Aviation Authority, as required by the MWBE policy, that the Proposer has met or has made a good faith effort to meet the established MWBE goal.**

d. For this Contract, the Aviation Authority has established a MWBE Participation **Goal of 5%,** which means that **5%** of the total Contract expenditures by the Aviation Authority should be used to purchase goods or services under the Contract from MWBEs. All Proposers, including a Proposer which is an MWBE, shall comply with the MWBE requirements outlined in this Section by having MWBEs other than the Proposer, participate in the performance of the Contract services at a sufficient level to meet the participation goal.

e. Proposers are required to submit, with their Proposals, the Letter of Intent/Affirmation information by completing the form for each MWBE Firm. Both the MWBEs and the Proposer are required to affirm the information provided by signing the Attached MWBE form prior to submittal. After the Proposals are opened, but prior to award, the Aviation Authority may request, receive, and review additional information from Proposers in order to verify the accuracy of the level of information presented by Proposers with their Proposals and the good faith effort of Proposers to reach the MWBE goal.

f. After the Proposals are opened and prior to an award of the Contract, the Aviation Authority may request, receive and consider omitted and supplemental

information from the Proposers as to the certification of Proposers, if applicable, and of any Proposal Subcontractor, supplier or joint venture in order to determine MWBE status.

g. The successful Proposer shall enter into subcontract(s)/purchase orders with the MWBE(s) identified in the Proposer's Proposal documents which the Aviation Authority relied upon in awarding this Contract, subject only to the Aviation Authority's right to approve all Subcontractors. The Contractual arrangements with the MWBE(s) shall incorporate such reasonable terms as are required to complete the work described therein while furthering the Aviation Authority's MWBE policy. The successful Proposer must submit copies of the signed subcontract(s)/purchase order(s) to the office of Small Business Development for each MWBE prior to commencement of performance under this Contract. Failure to enter into the subcontract(s)/purchase order(s) with the MWBE(s) identified in the Proposer's Proposal documents or failure to submit copies of the signed subcontract(s)/purchase order(s) may result in loss of the award to Proposer.

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

i. The successful Proposer shall submit to the Aviation Authority a Disbursement Form with each invoice submitted for payment, indicating the amount of money spent with each MWBE(s) since the previous invoice.

j. Failure to carry out the requirements set forth herein or the commitments made by the Proposer (e.g. failure to subcontract with and use MWBEs, to pay MWBEs as committed in the Proposal documents, the failure to promptly pay MWBE Subcontractors in accordance with **Section 5 Terms and Conditions.** shall constitute a breach by the Proposer of this Contract and may result in termination of the Contract by the Aviation Authority or such other remedy as the Aviation Authority deems appropriate. Additionally, Contractor is reminded two or more failures to satisfy the requirements set forth herein or the commitments made by Proposer may result in debarment under the Aviation Authority's Debarment of Contractors Policy 130.04.

k. A list of currently certified MWBEs may be obtained via the internet at https://orlandoairports.net/airport-business/. The Aviation Authority will provide this information as a convenience only, and Proposers shall be solely

responsible for ensuring all MWBEs are capable of performing. Certification of eligibility as an MWBE should be completed prior to submission of a Proposal. During the Proposal process, Proposers may contact the Office of Small Business Development for any questions or information concerning the MWBE Participation Program.

l. Compliance with the MWBE policy of the Aviation Authority does not relieve Proposers of the equal employment opportunity obligations under Regulations.

3.12 Local Developing Business ("LDB") Participation Program - Not applicable.

3.13 Good Faith Effort for MWBE Participation Program

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

b. Indicating the name and title of the person responsible for the Proposer's good faith efforts to reach the participation goal;

c. Provide evidence of attendance at Pre-Proposal Conference meeting, if any, scheduled by the Aviation Authority to inform MWBE firms of subcontracting opportunities under a given Contract;

d. Provide a list of MWBE firms contacted;

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

f. Provide evidence of information provided to the MWBE firms about the specific work the Contractor intends to subcontract;

g. Provide evidence of information provided to MWBE firms on bonding and insurance requirements;

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

i. Provide evidence that Proposer provided interested MWBE firms with assistance in reviewing the Contract plans, specifications, and the terms and conditions of the general Contract, subcontract and addenda;

j. Providing evidence that the Proposer provided MWBE firms prompt notice of addenda affecting specific trade Contractors;

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

l. Provide a list of quotes submitted by MWBE firms;

m. Provide documentation as to why MWBE firms were not utilized;

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

o. Additional information on meeting good faith efforts can be found by going to https://orlandoairports.net/airport-business.

3.14 Management Fee for CRDC Services

a. Contractor shall invoice the Aviation Authority for the Management Fee as set forth on Page 91 (Line A) for Years One (1) thru Seven (7).

b. The Aviation Authority shall pay the Contractor, subject to any authorized deductions, and subject to the provisions of the following paragraphs, Management Fee and Reimbursable Operating Expenses, up to the amounts set forth in the Contract for the operation of the CRDC.

c. The Aviation Authority shall pay the Contractor per the terms agreed upon with the Contractor for the initial term of the Contract. The Management Fee shall include the following:

1) Logistics Manager.

2) Assistant Logistic Manager(s).

3) Administrative Staff.

4) All payroll and associated costs and any other positions deemed necessary by the Contractor, and not listed in the Reimbursable Expenses section.

5) The Management Fee shall also include all other expenses not listed in the Section 3.15, Reimbursable Payroll and Operating Expenses, including but not limited to:

a) Contractor overhead and profit.

b) All required insurances as outlined in Section 3.6, Insurance Requirements.

c) Cost of Performance Bond.

d) Recruiting expenses.

e) Badges and keys.

f) Office equipment and supplies, including IT systems and computer equipment.

g) Capital Expenses for construction and improvements.

h) Delivery Trucks, Vehicles and Lifts for Contractor's use (depreciated over seven (7) years).

i) Delivery Trucks, Vehicles and Lifts maintenance.

j) Refrigeration Units - Walk-in Cooler and Freezer including installation.

k) Consumables.

l) Tools and equipment, to include the repairs of Contractors equipment.

m) Record Retention Obligation (4 Years Post-Contract).

n) Cost associated with all pre-approved training (i.e. trainer, training materials). The Aviation Authority will only reimburse for the hours to attend the training for the reimbursable positions.

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

p) Health Insurance premiums for the positions in the Management Fee. Health Insurance premiums in excess of Five Hundred Dollars ($500) per month, per position for the reimbursable positions participating in the Contractor provided Health Care Plan.

q) All other costs associated with the performance of this Contract not listed in the Section 3.15, Reimbursable Payroll and Operating Expenses.

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

3.15 Reimbursable Payroll and Operating Expenses

a. Reimbursable Payroll Expenses.

1) Contractor shall invoice the Aviation Authority for the actual Reimbursable Payroll Expenses paid by the tenth (10th) day of each month for the services performed by the Contractor during the prior month. All the reimbursable positions shall be approved in advance by the AAR.

2) Approval of the Staffing Schedules shall not be construed as, and is not, authorization to exceed the annual payroll budget.

b. The Reimbursable Payroll Expenses shall be limited to the following:

1) Logistics Operations Supervisor.

2) Material Handlers/Inspectors/Drivers/Support Staff.

3) Associated payroll taxes Social Security, Medicare, Federal, and State Unemployment.

4) Reimbursement for Health Insurance premiums for up to Five Hundred Dollars ($500) per month per position for the reimbursable positions participating in the Contractor provided Health Care Plan.

5) Paid Time Off ("PTO") taken in accordance with Contractor's policy. Contractor's policy must be approved in advance by the AAR.

6) The Aviation Authority will not reimburse Contractor for any accrued PTO at the time of Contract expiration, at the end of any Contract Year, or upon employee termination for any reason. Contractor shall provide their policy on PTO benefits upon contract execution.

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

c. Reimbursable Operating Expenses Contractor shall invoice the Aviation Authority for the actual expenses incurred and paid for by the Contractor during the prior month.

d. The Reimbursable Operating Expenses shall be limited to the following:

1) Uniforms. Must have a uniform program that provides sufficient clean uniforms to frontline staff.

2) Subcontracted Work (Excluding Participation) as approved by the Authority and with no markup.

e. If not specifically set forth in Section 3.15, Reimbursable Payroll and Operating Expenses, any other payroll or operating expenses incurred by the Contractor shall not be reimbursed and shall be solely paid for by the Contractor.

3.16 Non-Reimbursable Expenses

The following expenses shall not be reimbursed by the Aviation Authority:

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

b. Monthly health insurance premiums in excess of $500 per month per reimbursable position participating in the Contractor provided Health Care Plan.

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

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

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

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

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

h. Any other costs or expenses not specified under Section 3.15, Reimbursable Payroll and Operating Expenses.

i. Contractor shall pay all costs and expenses connected with its operations when due and submit to the Aviation Authority, on or before the tenth (10^{th}) day of each month, itemized statements of all approved Reimbursable Payroll and Operating Expenses incurred and paid for during the previous calendar month. Each such statement shall be accompanied by such proof of charges and disbursements and other supporting documents as the Aviation Authority may from time to time request, including, but not limited to, paid invoices, payroll registers and other payroll records.

d. The Reimbursable Operating Expenses shall be limited to the following:

1) Uniforms. Must have a uniform program that provides sufficient clean uniforms to frontline staff.

2) Subcontracted Work (Excluding Participation) as approved by the Authority and with no markup.

e. If not specifically set forth in Section 3.15, Reimbursable Payroll and Operating Expenses, any other payroll or operating expenses incurred by the Contractor shall not be reimbursed and shall be solely paid for by the Contractor.

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

b. Monthly health insurance premiums in excess of $500 per month per reimbursable position participating in the Contractor provided Health Care Plan.

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

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

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

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

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

h. Any other costs or expenses not specified under Section 3.15, Reimbursable Payroll and Operating Expenses.

i. Contractor shall pay all costs and expenses connected with its operations when due and submit to the Aviation Authority, on or before the tenth (10^{th}) day of each month, itemized statements of all approved Reimbursable Payroll and Operating Expenses incurred and paid for during the previous calendar month. Each such statement shall be accompanied by such proof of charges and disbursements and other supporting documents as the Aviation Authority may from time to time request, including, but not limited to, paid invoices, payroll registers and other payroll records.

c. Contractor shall be financially responsible for all Federal civil penalties assessed against Authority for security/safety violations as a result of negligent acts or omissions by employees of the Contractor or sub-consultants and/or subcontractors.

d. The Aviation Authority shall pay the undisputed amount of Contractor's invoice per The Florida Prompt Act. Items in dispute shall be paid upon the resolution of the dispute in accordance with the Florida Prompt Payment Act.

e. Contractor shall be obligated to pay promptly all proper charges and costs incurred by Contractor for labor and materials used for the work performed hereunder.

f. The Aviation Authority shall have the right, but not the obligation, to pay directly to third parties (including Subcontractors) all past due amounts owed by Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the Aviation Authority shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.

g. The Contractor shall submit all invoices to: Greater Orlando Aviation Authority, Finance Manager, P.O. Box 620125, Orlando, Florida 32862-0125. Invoices may be sent electronically to accounts payable **goaa-ap@goaa.org.**

3.19 Liquidated Damages

a. Damages.

The failure of Contractor to adhere to the Aviation Authority's operating requirements will result in inconvenience to the public and will adversely affect the operation of the Airport. Quantification of the resulting damages is difficult. The Aviation Authority and Contractor agree that the liquidated damages set forth in **Exhibit 6** are reasonable estimates of the actual damages that would be incurred by the public and the Aviation Authority for the specified breaches of the operating requirements, and Contractor agrees to pay the liquidated damages in accordance with this Section, at the rates or in the amounts specified upon the occurrence of the specified breach, and upon demand by the Aviation Authority. The liquidated damages required by this Section are solely for inconvenience to the public and adverse effects on the Airport operations; payment of liquidated damages shall not relieve Contractor of responsibility for physical damage, personal injury, or other harm caused by Contractor, or its employees, agents, or tenants.

b. Determination of Violation.

The Aviation Authority shall provide written notice of each offense to Contractor. Failure to pay assessment or surrender space within thirty (30) days of such notice shall constitute a default under this Agreement. Offenses in this Section are cumulative over each Agreement year and are in addition to

i. Contractor shall pay all costs and expenses connected with its operations when due and submit to the Aviation Authority, on or before the tenth (10^{th}) day of each month, itemized statements of all approved Reimbursable Payroll and Operating Expenses incurred and paid for during the previous calendar month. Each such statement shall be accompanied by such proof of charges and disbursements and other supporting documents as the Aviation Authority may from time to time request, including, but not limited to, paid invoices, payroll registers and other payroll records.

j. Reimbursement of reasonable, allowable expenses shall be made by the Aviation Authority within approximately thirty (30) days of its receipt from Contractor of monthly itemized statements submitted provided that (i) the statements are in the format required by the Aviation Authority, (ii) all appropriate supporting documents are attached to each statement, (iii) the statement contains a statement that the Aviation Authority has not previously reimbursed the Contractor for any of the itemized expenses, and (iv) the statement is complete and accurately reflects the actual costs incurred.

k. Once a complete and accurate invoice is received, and provided no items are in dispute, the Aviation Authority shall review and pay such invoice in full within thirty (30) days. Within said thirty (30) day period, the Aviation Authority shall notify the Contractor of its objection to any item or items of expense which it deems to be non-reimbursable. Any such notice shall set forth the nature of the Aviation Authority's objection and shall be accompanied by the Aviation Authority's payment of the undisputed portion of such statement.

3.17 Health Insurance

Contractor shall provide health benefits in accordance with applicable Federal Laws (Federal Affordable Care Act) to its employees working at the Airport, effective not more than ninety (90) days after the date of hire of each employee. The Aviation Authority is only obligated to reimburse for up to $500 per month per participating reimbursable positions as described in section 3.15. All other Health benefits costs shall be included in the Management Fee. Nothing hereunder is intended to reduce or limit any obligation Contractor has to provide employee health insurance coverage under any union contract or applicable law. The Contractor shall, at any time the Aviation Authority so requests, certify to the Aviation Authority that Contractor is in compliance with this section. The Contractor's obligation to maintain records, and the Aviation Authority's right to examine such records, shall include records relating to the employee health insurance required to be provided pursuant to this Section.

3.18 Performance

a. The Aviation Authority shall, at regular intervals, monitor the performance of Contractor to determine whether the work to be performed under the Contract has in fact been accomplished to Aviation Authority's satisfaction and/or completed in a timely manner.

any other remedies the Aviation Authority may have under this Contract or other applicable law. No liquidated damages apply during the first six (6) months of the Contract.

c. Offenses.

The first offense by Contractor in any category will result in a warning letter, provided, however, that there will be no warning letters for fire, life, health and safety issues. The second offense will require Contractor to pay to the Aviation Authority liquidated damages as listed in **Exhibit 6.** For the third and each subsequent offense, Contractor shall be subject to liquidated damages doubling from the previous offense. For each offense, the amount stated is per day until the situation is remedied, provided, however, that the amount will not continue to accrue if it takes more than one (1) day to remedy the situation and if Contractor is making reasonably diligent efforts toward such remedy. "Reasonably diligent efforts" shall be determined by the Aviation Authority. Contractor agrees that such amounts are fair compensation to the Aviation Authority for such damage. The Aviation Authority in no way waives its rights under this Contract such as default and termination, other remedies, or other applicable law through the imposition of liquidated damages.

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4.0 SCOPE OF WORK/SPECIFICATIONS

4.1 General

a. Scope of Work

The Aviation Authority will provide the awarded CRDC Logistics Manager/Contractor with an on-airport building with up to 35,700 square feet to operate the CRDC that will include office space, warehouse space, space for a walk-in cooler and freezer, and docking space.

Functions to be provided by the CRDC Logistics Manager/Contractor will include but not be limited to: receive materials from multiple vendors; track the movement of goods through the CRDC; screen materials utilizing visual, electronic, or other means meeting or exceeding TSA requirements; approve passage of materials to secure, monitored areas of CRDC; handle suspect materials/packages according to required procedures, store materials as necessary following screening in a temperature-controlled environment (ambient, refrigerated, or frozen); monitor duration and condition of stored materials; package or otherwise organize screened goods for delivery, load, transport, and deliver screened materials via secure transportation to both the NTC and STC.

Subject to the Aviation Authority's approval, the awarded CRDC Logistics Manager/Contractor shall have the ability to modify the facility depicted on **Exhibit 3** in a manner to handle the anticipated level of concessions sales.

The CRDC Logistics Manager/Contractor shall provide all supervision, personnel, labor, parts, tools, materials, transportation, equipment, supplies, fixtures, inspections, personal protective equipment, facilities, incidentals, insurance, and performance bond for operating the central receiving and distribution center for all concessionaires and tenants operating at the Orlando International Airport.

The CRDC Logistics Manager/Contractor shall:

1) Operate the CRDC in a way that ensures goods and supplies are delivered on time and delivered to the intended recipients per delivery requirements of the tenant concessionaires.

2) Schedule dock times for all supplier/tenant deliveries in advance and manage the process for executing the required services.

3) Provide and maintain the necessary equipment to perform Services and operate the CRDC in the most efficient manner. A suggested list of Proposer provided equipment may include, but is not limited to, the following:

    a) Office and break room furniture and associated equipment;

b) IT systems and computer equipment, including supplier and delivery management software;

c) Telephone service and equipment (must be obtained from the Aviation Authority);

d) Security equipment and devices for the secure storage and monitoring the chain of custody of goods and supplies;

e) Pallet-lifts or jacks (including battery chargers and associated equipment), and;

f) Delivery vehicles (with lift gates) - delivery vehicles must have the ability to deliver refrigerated and frozen goods. Delivery vehicles must meet vertical clearance limitations at the STC.

g) Walk in/ Drive in Refrigeration and Freezer units.

b. Regulations

1) The Contractor shall comply with all applicable Regulations and Policies pertaining to the performance of the work specified herein.

2) Contractor shall comply with all health Regulations and Policies adopted by all applicable governing bodies. Contractor shall give access for inspection purposes to any duly authorized representative of such governing bodies.

3) The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Regulations and Policies, for the proper execution of the work specified herein.

4) Contractor shall comply with Federal and State right-to-know laws if hazardous materials are used. The SDS (Safety Data Sheets) shall be made available to all workers and Aviation Authority's representatives. Contractor shall report immediately to the AAR any spillage or dumping of hazardous materials on Aviation Authority property. The Contractor shall also be responsible for the cleanup and any costs incurred for all such incidents.

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

c. Hours to Perform Services

1) Contractor will schedule deliveries to concessionaires and tenants in a manner that does not interfere with passenger travel safety and convenience. Delivery schedules to concessionaires and tenants shall avoid the busiest hours of the day and should consider peak travel times and seasonality. Normal Operating Hours will be finalized with the Contractor with approval by the AAR. Any changes in the approved Normal Operating Hours must be approved in advance by the ARR.

2) In the event an emergency condition is declared by the Aviation Authority's Chief Executive Officer, or designee, the Awarded Contractor will perform work during such hours as specified by the Aviation Authority.

4.2 Aviation Authority's Responsibilities for the Offered Facility

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

b. CCTV Cameras - The Aviation Authority shall provide some security cameras and provide limited viewing access to Contractor, as authorized by the Aviation Authority. Contractor shall give the Aviation Authority access to view and retrieve recorded information from any supplemental security camera systems provided by Contractor.

c. Telecommunications – Telecommunications will be provided by the Aviation Authority's provider.

d. Utilities. The Aviation Authority will provide electricity, heat, and ventilation.

e. Maintenance. The Aviation Authority will provide maintenance as outlined on **Exhibit 7**

4.3 Contractor's Key Personnel

The following list of positions includes but is not limited to all personnel necessary to satisfactorily meet the requirements of this Contract. The Contractor must also provide any other personnel deemed necessary to meet the requirements of the Contract.

a. Logistics Manager

1) The Contractor shall designate a Logistics Manager who shall carry out the day-to-day obligations of the Contractor under this Contract. The Aviation Authority requires the Logistics Manager be a full-time employee, locally based, and exclusive to this Contract.

2) The Logistics Manager must be the senior member of the CRDC staff and shall be responsible for coordinating and directing the activities of all personnel, including compliance with applicable Regulations and Policies. The Logistics Manager may vary his/her work hours to provide for overall supervision of the CRDC staff. All instructions and notices given by the Aviation Authority to such Logistics Manager shall be as binding as if given to the Contractor, and all statements made by such Logistics Manager shall be as binding as if made by the Contractor. The Logistics Manager shall attend monthly coordination meetings scheduled by the Aviation Authority to review Contractor's performance and when follow-up action, if any, is required to correct identified deficiencies in Contractor's performance.

3) If the contractor fails to provide a Logistics Manager for a period exceeding twenty-one (21) calendar days, the Authority reserves the right to deduct Three Hundred and Twenty-Five ($325.00) dollars per day from the Management Fee. The deductions shall start on the twenty-second (22nd) day.

4) The Contractor must advise the AAR in writing within twenty-four (24) hours of receipt of a notice of resignation or the termination of the Logistics Manager.

f. Assistant Logistics Manager

1) The Contractor shall provide an Assistant Logistics Managers who shall assist the Logistics Manager in the Contractor's operations at the Airport, under the direction of the Logistics Manager. The Aviation Authority requires the Assistant Logistics Manager be full-time locally based, and exclusive to this Contract. All instructions and notices given by the Aviation Authority to the Assistant Logistics Manager shall be as binding as if given to the Contractor, and all statements made by the Assistant Logistics Manager shall be as binding as if made by the Contractor when the Assistant Logistics Manager are acting in the capacity of the Logistics Manager.

2) If the Contractor fails to provide an Assistant Logistics Manager for a period exceeding twenty-one (21) calendar days, the Aviation Authority reserves the right to deduct Two Hundred and Seventy-Five ($275.00) dollars per day from the Management Fee. The deductions shall start on the twenty-second (22nd) day.

3) The Contractor must advise the AAR in writing within twenty-four (24) hours of receipt of a notice of resignation or the termination of the Assistant Logistics Manager.

b. Administrative Staff

1) The Contractor shall provide full time Administrative Staff, who shall be locally based, exclusive to this Contract, and work, at a minimum, five (5) days per week eight (8) hours per day to support the administrative requirements of the CRDC.

2) The Administrative Staff shall devote their time exclusively to providing administrative support to the Logistics Manager and the Assistant Logistics Manager for the work performed for this Contract. Administrative Staff duties include, but not limited to, payroll, customer service, records management, invoices and any other administrative duties deemed necessary for the performance of this Contract.

3) If the Contractor fails to provide Administrative Staff employee(s) for a period exceeding twenty-one (21) calendar days, the Authority reserves the right to deduct One Hundred Seventy-Five Dollars ($175.00) per day per person from the Management Fee. The deductions shall start on the twenty-second (22nd) day.

c. Supervisors

1) The Contractor shall designate Supervisors to provide the supervision of the CRDC operation, under the direction of the Logistics Manager and the Assistant Logistics Manager. The Contractor's Supervisors shall be on duty during the CRDC operational hours and be vested with sufficient authority to act as the Contractor's representative and shall be the first point of contact for operational needs. The Supervisors shall ensure professional decorum is observed and all Contractor personnel follow approved procedures.

2) Shall possess all required licenses and certifications necessary to perform their duties. Supervisors shall be able to perform, if necessary, the duties of the Material Handlers/Inspectors/Drivers/Support Staff.

d. Material Handlers/Inspectors/Drivers/Support Staff

Material Handlers/Inspectors/Drivers/Support Staff shall perform the duties required by their positions, under the direction of managers and supervisors and adheres to all safety and security rules as specified in this Contract.

e. The AAR will require the Logistics Manager and Assistant Logistics Manager to provide any required licenses/certifications necessary to manage a CRDC facility and resumes indicating their experience knowledge and ability to perform the requirements of their positions. The Aviation Authority reserves the right to deny any employee selected for any position at any time.

f. The Aviation Authority reserves the right to approve or disapprove a Contractor employee's qualifications to serve in contracted positions. The

Aviation Authority reserves the right to require adjustment or replacement of any Contractor position or personnel at any time at the sole discretion of the AAR.

g. Contractor shall transfer promptly from the Aviation Authority any employee or employees that the Aviation Authority advises are not satisfactory, and replace such personnel with employees satisfactory to the Aviation Authority; but in no event shall Aviation Authority be responsible for monitoring or assessing the suitability of any employee or agent of Contractor.

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

i. Contractor will abide by all Regulations and Policies on wages and hours of an employee dealing with the employment relationship between Contractor and its subsidiaries or related parties and its employees, including but not limited to the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

j. Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Contractor will have someone in attendance at all times who can communicate instructions to said employee.

k. Contractor shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act. No employee shall be hired by a Contractor for work on Aviation Authority's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the Aviation Authority, if requested.

l. The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at Orlando International Airport. The Contractor shall be responsible for ensuring that all "lost and found" articles found by its employees on Aviation Authority's premises are turned over to the Aviation Authority or the Aviation Authority's designated agent in charge of such articles.

m. While working on airport property all Contractor's employees shall wear neat-appearing uniforms with the company name and/or logo and footwear of a

style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

4.4 Revised Contractor's Responsibilities

a. Operational Services

1) Contractor shall deliver products to concessionaires and tenants during hours determined by the Contractor, and approved by the AAR, for distribution and delivery of products, in accordance with Regulations and Policies.

2) Contractor shall receive and distribute all product coming into the Aviation Authority through the CRDC, except for the following items:

a) Armored Car Service.

b) Construction Deliveries and any items for General Contractors.

c) The Aviation Authority reserves the right to modify what types of product or ground freight items will or will not be received at the CRDC and handled by the Contractor at any time during the duration of this Contract.

b. Inspections and Screening

1) Inspect deliveries and goods to ensure that no items are on the TSA's list of prohibited items.

2) Verify that inspection of all deliveries and merchandise meet all required Regulations regarding the inspection of merchandise, supplies, inventory, tools and packages to ensure the integrity of the merchandise and packages delivered and moved to and from the Airport Terminals.

c. Training Services

Provide training to Contractor's personnel to ensure the ability to perform the required services including, but not limited to, training and required certifications in food handling and safety procedures.

d. Supplier Management

Establish and manage a monthly and annual Supplier Management Plan ("SMP"). The SMP shall include the following tasks:

1) Meet with suppliers and delivery recipients at the Airport to ensure the efficient and timely operations of the CRDC; (See Exhibits - 4a/ 4b/4c).

2) Determine best method of receiving of goods; temporary storage; staging; segregation; loading; redistribution/delivery; and returns on a daily basis.

3) Provide appropriate materials management software with the ability to track chain of custody, measure performance of operations, documentation; and have full audit capability.

4) Determine dock usage authorization and the scheduling of all specified locations.

e. Delivery/Returns Scheduling

1) Contractor shall schedule dock times for all concessionaires' supplier and tenant deliveries in advance as well as manage the process for the services requested.

2) Contractor shall work with the delivery recipients to ensure scheduling of inbound goods in sufficient time to enable the Contractor to deliver to recipients within agreed upon timeframes. ***Early Morning Deliveries shall go directly to the store location as well as parcels and emergency deliveries. Other types of deliveries, such as bulk goods from mail line distributors will go to storage locations.***

3) Every effort should be utilized to prevent parcels from remaining overnight at the CRDC. Any parcels required to remain overnight shall be securely stored. Contractor shall make all deliveries to predetermined nodes, or across the Airport.

4) Provide escort or logistic services for bonded items (alcohol and tobacco products) sold at duty-free locations and such other items where direct delivery is required by law.

5) Contractor shall develop a plan to monitor, schedule and pick-up returns including, but not limited to: outbound parcels, empty beer kegs, totes, pallets, bread racks, and expired magazines and newspapers.

6) Contractor shall be responsible for any loss and damages of goods and supplies while under their care, custody, and control, except for loss or damages resulting from fire, weather event, or act of terrorism.

f. Security and Safety Plan

1) Recruit and employ, under adequate supervision, sufficient Personnel to meet the requirements of the Services in a reliable, efficient, and cost effective manner.

2) Provide training to Personnel at no additional cost to the Aviation Authority to ensure Personnel are capable of performing the Services

including, but not limited to, training in operational safety programs, inventory procedures, food handling, recycling programs, delivery/pick-up routes at the Airport, airfield driving, and TSA and Aviation Authority security Regulations and Policies.

g. Customer Service

Contractor shall work cooperatively with suppliers and delivery recipients to schedule all deliveries arriving to the CRDC for the following, but not to be limited to, delivery types:

1) Concessions in the NTC.

2) Concessions in the STC.

3) Other Airport Tenants.

4) All concession related parcel (such as: FedEx, UPS, and DHL) shall be delivered and screened through the CRDC, and deliveries to the Concessionaires and Tenants will be coordinated by the Contractor.

h. On-Site Communications:

The Contractor shall provide, at its sole cost inclusive of any and all maintenance costs, Contractor communication devices such as, but not limited to, mobile devices, cellular devices, and/or radio equipment.

i. Additional Services

If the Aviation Authority requests the Contractor to provide services in addition to those specified above, the Contractor shall develop a work plan detailing the specific tasks to be completed and provide a detailed not-to-exceed budget for performing such Additional Services. ***The Contractor and the Aviation Authority will agrees to mutually agree to negotiate the additional work in good faith per Section 5.35, Addition, Deletion, or Modification of Services.***

The Contractor further agrees to handle future security directives; however, if additional labor and/or equipment is needed then that will be treated as a scope change and handled through amendment.

The Contractor shall not perform any Additional Services until the Aviation Authority has issued a written notice-to-proceed with the execution of the work plan. The Contractor will not be authorized to perform or invoice the Aviation Authority for any work not specifically authorized in the notice-to-proceed notice.

4.5 Performance Requirements

a. Performance Requirements

1) The Contractor shall hire or contract with a sufficient number of employees or contractors so as to enable it to conduct the Contractor's operation and perform the Services as authorized and required hereunder.

2) Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract specifications, industry standards and manufacturers' specifications.

3) The Contractor shall adjust and coordinate its activities to the needs and requirements of the Aviation Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Aviation Authority.

b. Reporting and Tracking

1) Provide the Aviation Authority with a written weekly report detailing the delivery schedule for the upcoming week, such as a seven day advance notice of deliveries. This report shall include any deficiencies and or complaints from Concessionaires and Airport Tenants.

2) Develop and implement a tracking database system which includes all required equipment and software. At a minimum, the electronic tracking database system will have the capability to track throughput, measure performance of operations, generate management and operations reports as requested by the Aviation Authority, and have full audit capabilities.

3) Time and date stamping capabilities are required for all products, packages, and any other materials or items either received at the CRDC, delivered to or returned from the Airport Terminals, or transferred between Airport Terminals.

c. Building Maintenance

Contractor will:

1) Keep the CRDC continuously neat and clean, and produce no unnecessary waste.

2) Maintain, in a manner acceptable to Aviation Authority, all Aviation Authority-owned equipment in the CRDC.

3) If hazardous chemicals are used, Safety Data Sheets (SDS) sheets must be completed and retained onsite. Contractor must follow all requirements related to Hazards communications.

4) Immediately notify the ARR of any major damages or defects to the CRDC, including but not limited to, roof, walls, foundation, electrical or plumbing.

d. Trash and Refuse

1) The Contractor will use its best efforts to minimize waste created by its operation and to recycle as much material as possible.

2) Contractor will provide a complete and proper arrangement for the adequate sanitary handling of all trash and other refuse generated by the Contractor and will provide for its timely removal to a trash disposal unit.

3) The Contractor will provide and use suitable covered, leak proof receptacles for all trash and other refuse on or in connection with the CRDC.

4) The piling or storage of boxes, cartons, barrels, or other similar items is prohibited.

5) The Contractor will facilitate all cardboard baling, as required.

e. Delivery Equipment

1) The Contractor shall provide a sufficient number of delivery vehicles, lifts, carts and any other equipment necessary to operate the CRDC. The Contractor's delivery fleet must include vehicles that have refrigeration capabilities, are able to be operated around aircraft and meet clearance requirements.

2) Current delivery requirements include the following:

a) Pallet jacks are not allowed in public areas of the terminals.
b) All delivery carts must have pneumatic tires.

f. Security Cameras

1) There will be security camera coverage at the CRDC. The Contractor shall work with the Aviation Authority to identify security camera needs.

2) The Contractor must install and maintain security cameras in their delivery trucks for chain of custody. Contractor must allow the Aviation Authority the ability to view and retrieve recorded information upon request.

g. Safety and Protection

1) The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

2) The Contractor shall take all necessary precautions for safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby.

h. Revised Services Prior to the Commencement Date

1) Coordinate with the Aviation Authority, as requested, in commissioning and transitioning of the CRDC.

2) Obtain, install and maintain equipment needed to perform the Services.

3) No later than **30 days** prior to the Commencement Date, provide the following for review and approval by the Aviation Authority and, as appropriate, TSA:

a) Staffing Plan
b) Establish delivery schedule
c) CRDC Customer Procedures

4) **Security Plan to be delivered with 45 days of the Commencement date** for review and approval by the Aviation Authority and, as appropriate, TSA:

4.6 Exhibits

Exhibits are attached hereto and incorporated herewith.

Exhibit 1 – Central Receiving and Distribution Center Location
Exhibit 2 – Central Receiving and Distribution Center Site Plan
Exhibit 3 – Central Receiving and Distribution Center Building Envelope
Exhibit 4a/b/c – Delivery Nodes/Locations
Exhibit 5 – Management Fee Detail
Exhibit 6 – **Revised Liquidated Damages**
Exhibit 7 - Building Maintenance Responsibilities of Offered Facility

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Exhibit 1 – Central Receiving and Distribution Center Location

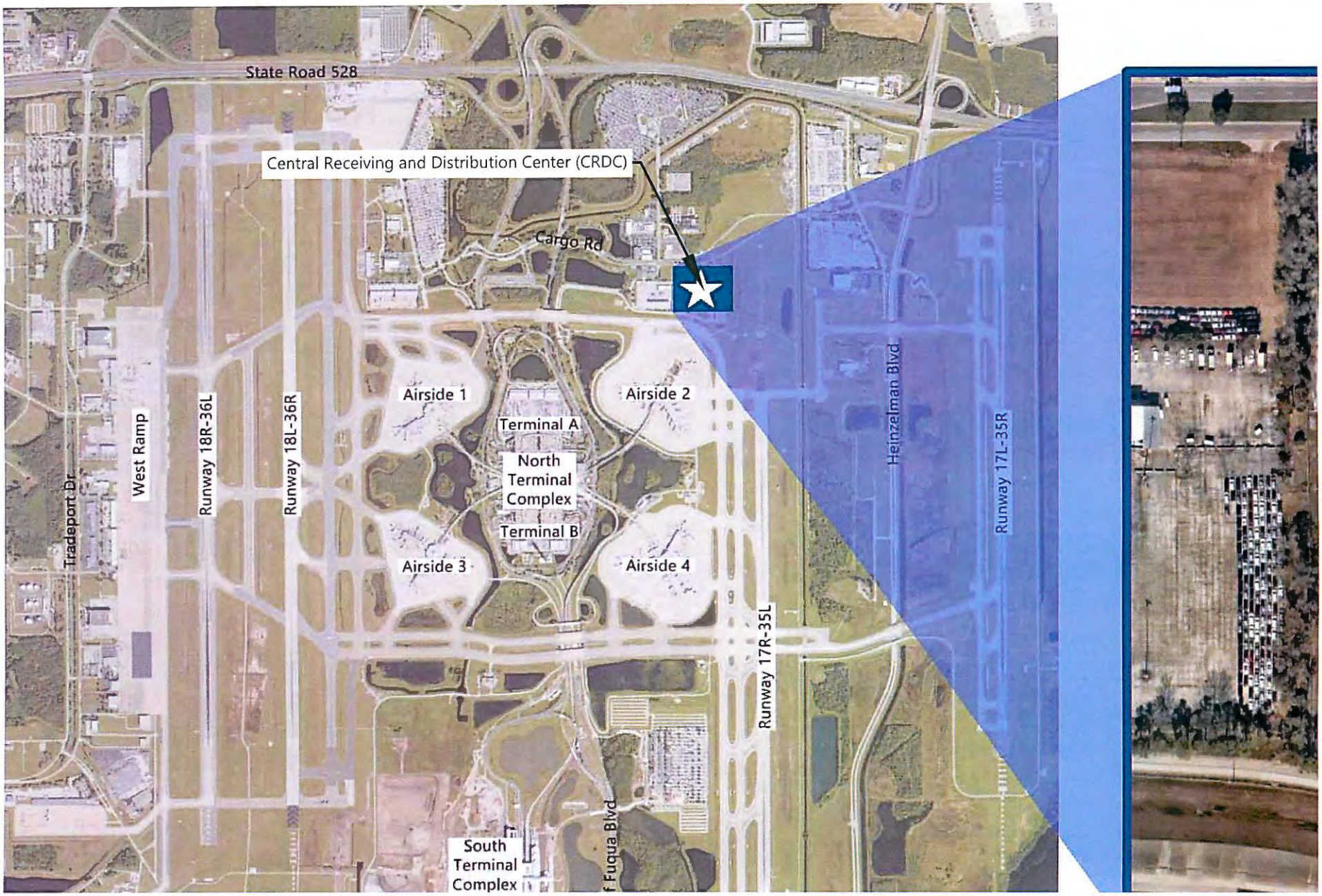

State Road 528
Central Receiving and Distribution Center (CRDC)
Cargo Rd
Airside 1
Airside 2
Terminal A
North Terminal Complex
Terminal B
Airside 3
Airside 4
South Terminal Complex
West Ramp
Tradeport Dr
Runway 18R-36L
Runway 18L-36R
Runway 17R-35L
Runway 17L-35R
Heinzelman Blvd
Fuqua Blvd

Exhibit 2 – Central Receiving and Distribution Center Location Site Plan

Outbound Docks Area:
Up to 24,300 sq ft
Building Area:
Up to 35,700 sq ft
Existing TSA
GOAA
Controlled
Space
Inbound Docks Area:
Up to 30,500 sq ft
Employee Parking
Delta GSE Leasehold
LEGEND
Central Receiving and Distribution Center Footprint

Exhibit 3 – Central Receiving and Distribution Center Location Building Envelope

Revised per Addendum 2

ORLANDO INTERNATIONAL AIRPORT

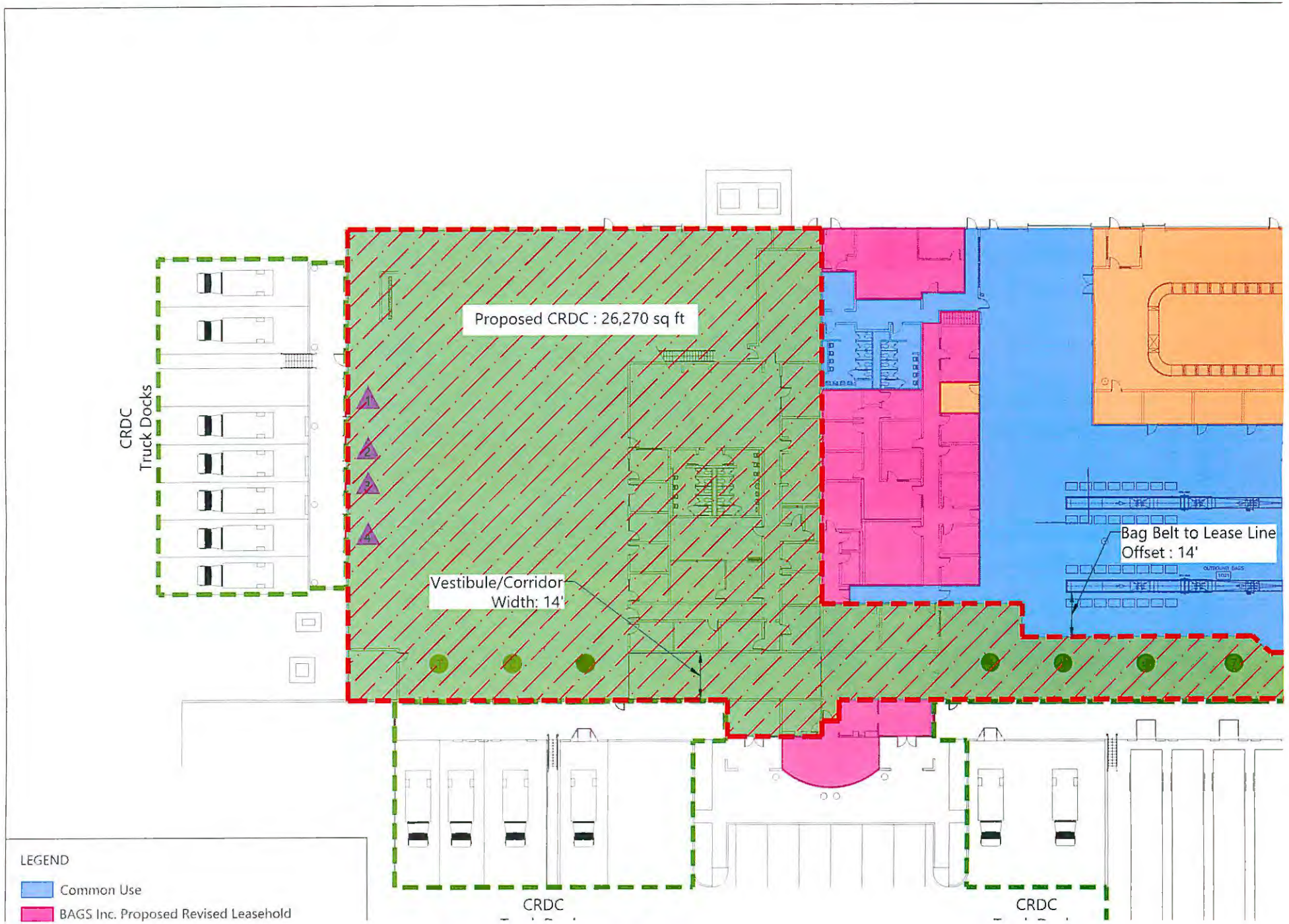
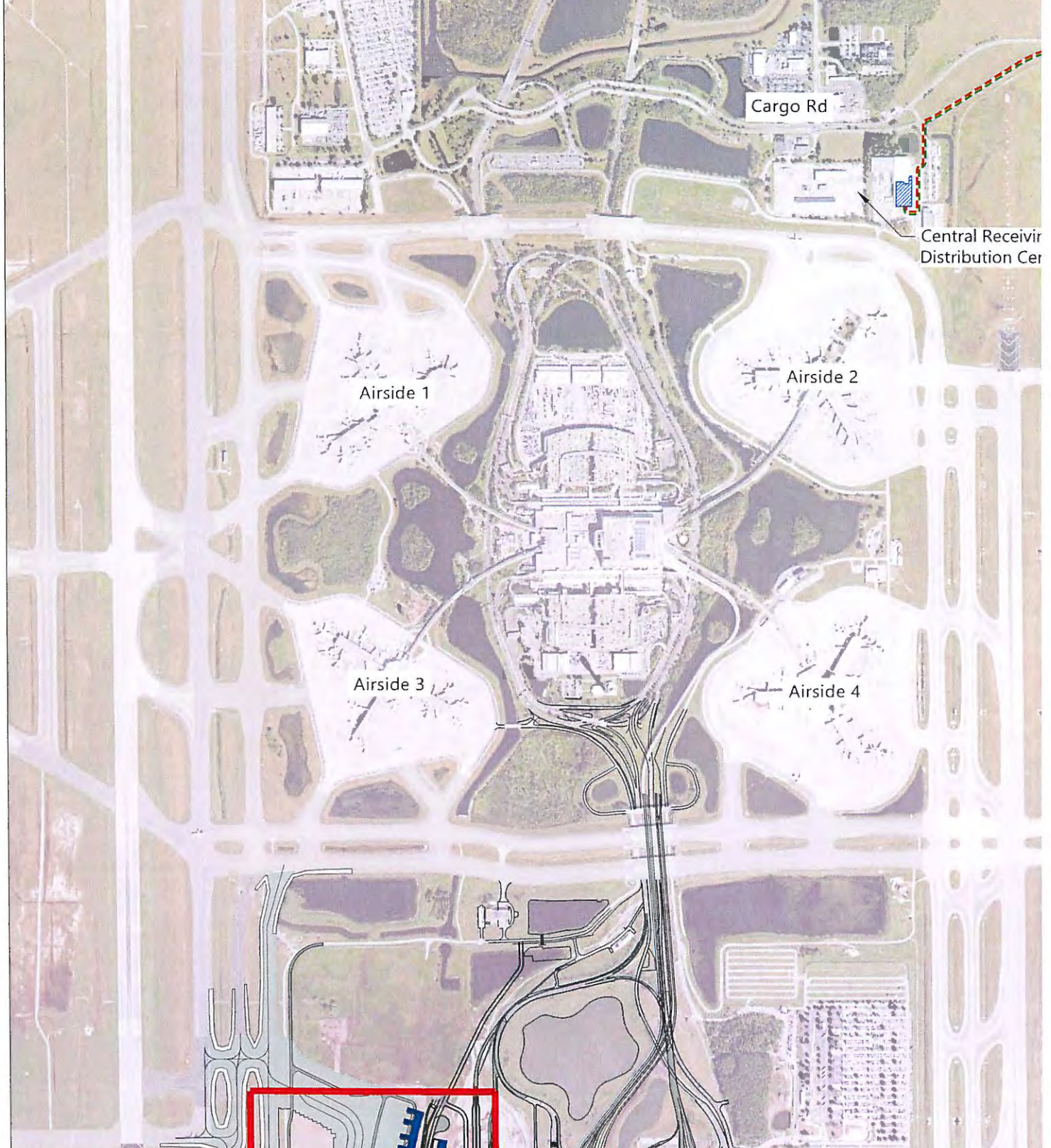


Exhibit 4a/b/c – Delivery Nodes/Locations

Vehicle Entry
Checkpoint "Bravo"
Vehicle Entry
Checkpoint "Charlie"
Airside 1
Airside 3
LEGEND
NTC Deliveries Locations
CRDC Area Location
Proposed CRDC to NTC Route (Landside)
Proposed CRDC to NTC Route (Airside)


Cargo Rd
Central Receivir
Distribution Cer
Airside 1
Airside 2
Airside 3
Airside 4

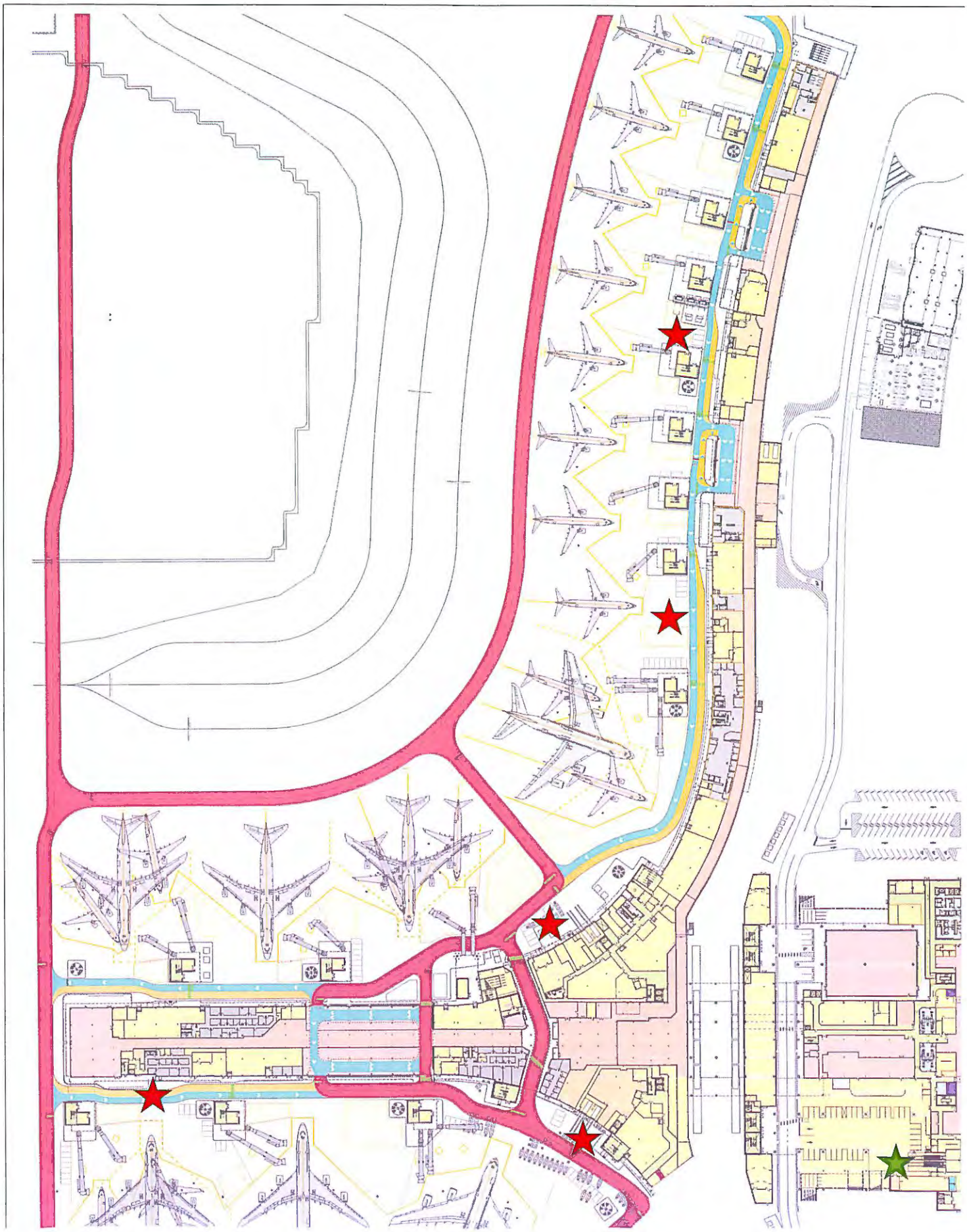


Exhibit 5 - Management Fee Detail

RFP 20-22 CRDC

MANAGEMENT FEE DETAIL

Year 1

MANAGEMENT FEE

		Year 1 Cost
Management Staff	**FTE**	
- Logistics Manager	1	
- Logistics Assistant Manager	1	
- Administrative Staff: Payroll, Invoices…	1	
Other Costs:	**3**	

- Contractor Overhead and Profit
- Workers Comp
- Insurance: General Liability, Automobile Liability, Warehouse Operator or Bailee, Pollution/Environmental Liability
- Performance Bond
- Recruiting Expenses
- Badges & Keys
- Office & Operating Supplies
- Office Equipment, including IT systems and computer equipment

Delivery Trucks, Vehicles & Lifts for Conractors use (depreciaed over 7 years of Contract

Capital Expenses for Building Construction

- Walk-in Cooler & Freezer
- Delivery Trucks, Vehicles, Lifts and Equipment Maintenance
- Tools & Supplies & Misc Equipment
- Annual Certification & Audit

All other overhead costs & any other costs not listed in Section 3.15

Reimbursable Payroll and Operating Expenses

Management Fee Total **$** -

RFP 20-22 CRDC

MANAGEMENT FEE DETAIL

Year 2

MANAGEMENT FEE

		Year 2 Cost
Management Staff	**FTE**	
- Logistics Manager	1	
- Logistics Assistant Manager	1	
- Administrative Staff: Payroll, Invoices…	1	
Other Costs:	**3**	

- Contractor Overhead and Profit
- Workers Comp
- Insurance: General Liability, Automobile Liability, Warehouse Operator or Bailee, Pollution/Environmental Liability
- Performance Bond
- Recruiting Expenses
- Badges & Keys
- Office & Operating Supplies
- Office Equipment, including IT systems and computer equipment

Delivery Trucks, Vehicles & Lifts for Conractors use (depreciaed over 7 years of Contract

Capital Expenses for Building Construction

- Walk-in Cooler & Freezer
- Delivery Trucks, Vehicles, Lifts and Equipment Maintenance
- Tools & Supplies & Misc Equipment
- Annual Certification & Audit

All other overhead costs & any other costs not listed in Section 3.15

Reimbursable Payroll and Operating Expenses

Management Fee Total **$** -

RFP 20-22 CRDC

MANAGEMENT FEE DETAIL

Year 3

MANAGEMENT FEE

		Year 3 Cost
Management Staff	**FTE**	
- Logistics Manager	1	
- Logistics Assistant Manager	1	
- Administrative Staff: Payroll, Invoices…	1	
Other Costs:	**3**	

- Contractor Overhead and Profit
- Workers Comp
- Insurance: General Liability, Automobile Liability, Warehouse Operator or Bailee, Pollution/Environmental Liability
- Performance Bond
- Recruiting Expenses
- Badges & Keys
- Office & Operating Supplies
- Office Equipment, including IT systems and computer equipment

Delivery Trucks, Vehicles & Lifts for Conractors use (depreciaed over 7 years of Contract

Capital Expenses for Building Construction

- Walk-in Cooler & Freezer
- Delivery Trucks, Vehicles, Lifts and Equipment Maintenance
- Tools & Supplies & Misc Equipment
- Annual Certification & Audit

All other overhead costs & any other costs not listed in Section 3.15

Reimbursable Payroll and Operating Expenses

Management Fee Total **$** -

RFP 20-22 CRDC

MANAGEMENT FEE DETAIL

Year 4

MANAGEMENT FEE

		Year 4 Cost
Management Staff	**FTE**	
- Logistics Manager	1	
- Logistics Assistant Manager	1	
- Administrative Staff: Payroll, Invoices…	1	
Other Costs:	3	

- Contractor Overhead and Profit
- Workers Comp
- Insurance: General Liability, Automobile Liability, Warehouse Operator or Bailee, Pollution/Environmental Liability
- Performance Bond
- Recruiting Expenses
- Badges & Keys
- Office & Operating Supplies
- Office Equipment, including IT systems and computer equipment

Delivery Trucks, Vehicles & Lifts for Conractors use (depreciaed over 7 years of Contract

Capital Expenses for Building Construction

- Walk-in Cooler & Freezer
- Delivery Trucks, Vehicles, Lifts and Equipment Maintenance
- Tools & Supplies & Misc Equipment
- Annual Certification & Audit

All other overhead costs & any other costs not listed in Section 3.15

Reimbursable Payroll and Operating Expenses

Management Fee Total **$** -

RFP 20-22 CRDC

MANAGEMENT FEE DETAIL

Year 5

MANAGEMENT FEE

		Year 5 Cost
Management Staff	**FTE**	
- Logistics Manager	1	
- Logistics Assistant Manager	1	
- Administrative Staff: Payroll, Invoices…	1	
Other Costs:	3	

- Contractor Overhead and Profit
- Workers Comp
- Insurance: General Liability, Automobile Liability, Warehouse Operator or Bailee, Pollution/Environmental Liability
- Performance Bond
- Recruiting Expenses
- Badges & Keys
- Office & Operating Supplies
- Office Equipment, including IT systems and computer equipment

Delivery Trucks, Vehicles & Lifts for Conractors use (depreciaed over 7 years of Contract

Capital Expenses for Building Construction

- Walk-in Cooler & Freezer
- Delivery Trucks, Vehicles, Lifts and Equipment Maintenance
- Tools & Supplies & Misc Equipment
- Annual Certification & Audit

All other overhead costs & any other costs not listed in Section 3.15

Reimbursable Payroll and Operating Expenses

Management Fee Total **$** -

RFP 20-22 CRDC

MANAGEMENT FEE DETAIL

Year 6

MANAGEMENT FEE

		Year 6 Cost
Management Staff	**FTE**	
- Logistics Manager	1	
- Logistics Assistant Manager	1	
- Administrative Staff: Payroll, Invoices…	1	
Other Costs:	**3**	

- Contractor Overhead and Profit
- Workers Comp
- Insurance: General Liability, Automobile Liability, Warehouse Operator or Bailee, Pollution/Environmental Liability
- Performance Bond
- Recruiting Expenses
- Badges & Keys
- Office & Operating Supplies
- Office Equipment, including IT systems and computer equipment

Delivery Trucks, Vehicles & Lifts for Conractors use (depreciaed over 7 years of Contract

Capital Expenses for Building Construction

- Walk-in Cooler & Freezer
- Delivery Trucks, Vehicles, Lifts and Equipment Maintenance
- Tools & Supplies & Misc Equipment
- Annual Certification & Audit

All other overhead costs & any other costs not listed in Section 3.15

Reimbursable Payroll and Operating Expenses

Management Fee Total **$** **-**

RFP 20-22 CRDC

MANAGEMENT FEE DETAIL PRICE SHEET:

Year 7

MANAGEMENT FEE

		Year 7 Cost
Management Staff	**FTE**	
- Logistics Manager	1	
- Logistics Assistant Manager	1	
- Administrative Staff: Payroll, Invoices…	1	
Other Costs:	3	
- Contractor Overhead and Profit		
- Workers Comp		
- Insurance: General Liability, Automobile Liability, Warehouse Operator or Bailee, Pollution/Environmental Liability		
- Performance Bond		
- Recruiting Expenses		
- Badges & Keys		
- Office & Operating Supplies		
- Office Equipment, including IT systems and computer equipment		
Delivery Trucks, Vehicles & Lifts for Conractors use (depreciaed over 7 years of Contract		
Capital Expenses for Building Construction		
- Walk-in Cooler & Freezer		
- Delivery Trucks, Vehicles, Lifts and Equipment Maintenance		
- Tools & Supplies & Misc Equipment		
- Annual Certification & Audit		
All other overhead costs & any other costs not listed in Section 3.15		
Reimbursable Payroll and Operating Expenses		
Management Fee Total	**$**	**-**

Revised Exhibit 6 - Liquidated Damages

If any portion of the Services required by this Contract is not commenced on **August 3, 2022**, the Aviation Authority will incur substantial injury, including loss of use of facilities, loss of revenue, and inconvenience to the public. Damages arising from such injury cannot be calculated with any degree of certainty. Such liquidated damages listed in Section below are not a penalty, but are hereby fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the actual amount of damages that will be sustained by the Aviation Authority as a consequence of such violations or failures. If liquidated damages are assessed against the Contractor, that assessment is in lieu of remedies for delay and loss of use for the facility and is in addition to all other remedies available to the Aviation Authority under this Contract. Upon imposition of liquidated damages under this Section, the Aviation Authority may either deduct the liquidated damage amounts from any payment due to the Contractor within ten (10) calendar days of the date the liquidated damages were imposed.

Liquidated Damages for Failure to Commence Operations for the South Terminal Complex

It is mutually agreed between the Parties hereto that time is of the essence of this Contract, and in the event the Services required by this Contract have not commenced by **August 3, 2022** or within the 120 calendar days herein specified, it is agreed that from any money due or to become due the Contractor or its surety, the Aviation Authority may retain the sum of five thousand dollars ($5,000) per day, for each day thereafter, Sundays and holidays included, that any portion of the Services required by this Contract have not commenced, not as a penalty but as liquidation of a reasonable portion of damages that will be incurred by the Aviation Authority by failure of the Contractor to commence the Services required by this Contract within the time(s) stipulated. The Parties agree that the sum of five thousand $5,000 per day is reasonable. The Parties agree that the liquidated damages described in this paragraph are solely for the delay damages arising from the failure to commence and do not preclude recovery of other actual and consequential damages.

Assessed Fees

The first violation by the Contractor will result in a warning letter; provided, however, there are no warning letters for fire, life, health, security and safety violations. The second and subsequent occurrences of the same violation will result in a notice to Contractor and assessment of liquidated damages with no grace period. Should the violation take more than one day to remedy and if the Contractor is making reasonably diligent efforts to cure the violation, liquidated damages will cease to accrue, at the sole discretion of the Aviation Authority. Failure to pay liquidated damages within 30 calendar days of such notice may constitute a default under this Contract. Violations set forth are cumulative over the Term of this Contract and are in addition to any other remedies the Aviation Authority may have under this Contract or other applicable law.

Delivering product using routes not approved by the Aviation Authority	$250 per occurrence per day
Interference with Airport operations (in terminal, on airside or landside.	$500 per occurrence per day
Spoilage or damage to product.	$250 per occurrence per day, plus actual damages
Failure to meet health department or other Regulations.	$100 per occurrence per day
Failure to maintain equipment if it causes disruption of operations or safety or damage issues.	$100 per occurrence per day
Failure to maintain Aviation Authority provided equipment.	*$100 per occurrence per day*
Failure to park trucks or equipment in designated areas.	$250 per occurrence per day
Blocking access to loading docks or node points not actively involved in deliveries or for unreasonable periods of time.	$250 per occurrence per day
Damage to terminal, loading dock, or property of Aviation Authority or other parties which is not appropriately addressed by Contractor in accordance with the Contract.	$100 per occurrence per day, plus actual damages.
Leaving product, pallets, boxes or other items in public areas or areas not designated for such items for longer than reasonable time period needed for expeditious deliveries while within the custody of Contractor.	$100 per occurrence per day
Percentage of outbound deliveries NOT completed on- time, measured on a monthly basis: *On-time Deliveries Calculation: Total number of on-time deliveries/the total number of deliveries = the percent of on-time deliveries*	
20% to 29% of deliveries not completed on-time.	*5% deducted from monthly Management Fee*
30% to 39% of deliveries not completed on-time.	*10% deducted from monthly Management Fee*
40% or greater of deliveries not completed on-time.	*15% deducted from monthly Management Fee*
Failing to pick up returns on schedule as agreed to by the Contractor and the Tenant/Concessionaire.	*$100 per occurrence*

Exhibit 7 – Building Maintenance Responsibilities of Offered Facility

Exhibit 7 Building Maintenance of Offered Facility

			Offered Facility			
			Loading Docks	Bay Area	Offices	Exterior
1	**Maintenance and Repairs**					
	A	Air Conditioning, including the chilled or hot water, air distribution, and controls.	G	G	G	G
	B	Electrical to the point of use.	G	G	G	G
	C	Electrical at the point of use. Includes light bulbs, light fixtures, switches, receptacles	G	G	G	G
	D	Water and sewer to/from point of use.	G	G	G	G
	E	Plumbing fixtures, sewage stoppages, all plumbing appliances. See note (c).	G	G	G	G
	F	Finishes including paint, wall repairs, ceiling systems, doors, and floor finishes. See note (a).	C	C	C	C
	G	Structural	G	G	G	G
	H	Fire Protection	G	G	G	G
	I	Internal Intercom Systems	C	C	C	C
	J	Public Address Systems	NA	NA	NA	NA
2	**Building Services**					
	A	Custodial services and rubbish removal	G	G	G	G
	B	Pest Control	G	G	G	G
	C	Signage (d)	C	C	C	C

(a) CRDC Operator is responsible for all repairs and maintenance, using the work order process. Repairs will be completed by the Aviation Authority and the costs will be reimbursed to the Aviation Authority by the CRDC. Labor rates include salaries, benefits, vehicles, and consumables. All other costs such as modifications and alterations will be billed at Aviation Authority's cost. Labor rates may be adjusted annually.

(b) CRDC is responsible for all repairs and maintenance, using the work order process. Repairs will be completed by the Aviation Authority and the costs will be reimbursed to the Aviation Authority by the airlines. Labor rates include salaries, benefits, vehicles, and consumables. All other costs such as modifications and alterations will be billed at Aviation Authority's cost. Labor rates may be adjusted annually.

(c) All modifications or alterations must be approved, in writing, by the Aviation Authority prior to work commencing.

(d) Regulatory and way finding signage completed by the Aviation Authority and billed back to CRDC. All other public use signage is the Aviation Authority's responsibility.

C Contractor

G Greater Orlando Aviation Authority

5.0 REVISED AVIATION AUTHORITY STANDARD TERMS AND CONDITIONS

5.1 Lobbying Statement

All firms are hereby placed on notice the Aviation Authority Board and staff shall not be contacted about this Proposal. Firms and their agents are hereby placed on notice that they are not to contact members of the Aviation Authority staff and/or Committee/Board member (with the exception of designated Purchasing Liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Request for Proposal; and written correspondence concerning Proposals may be submitted to the Purchasing Department. An appropriate official or employee of the Aviation Authority may initiate communication with a Proposer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Any official communication from a Proposer during the Proposal process should be submitted in writing to the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 or to the email address as directed during the Proposal process. A copy of the Administration Policies (Sections 180.01 and 180.03) are available upon request from the Chief Administrative Officer. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. (F.S. 287.057 (23))

5.2 Whistle Blower Reporting Line

The Aviation Authority is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste or abuse. The Aviation Authority has established a Whistle Blower Reporting Line with a third-party service provider as a means for employees, Contractors, vendors, tenants and the general public to report suspected fraud, waste or abuse in connection with Aviation Authority operations. Should Contractor suspect any fraud, waste or abuse in connection with any work under this Contract, including any work of its Subcontractors or laborers, it shall promptly report such activity at 877-370-6354, through email: GOAA@integritycounts.ca, or through the online reporting form at www.integritycounts.ca/org/GOAA. The Contractor shall include this reporting requirement in all subcontracts and vendor agreements. The Contractor is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

5.3 EEO Statement

Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. The Aviation Authority is an equal opportunity employer.

5.4 Federal Fair Labor Standards Act

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

5.5 Occupational Safety and Health Act of 1970

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

5.6 Discounts

All discounts, EXCEPT THOSE FOR PROMPT PAYMENT, shall be considered in determining the lowest net cost for Proposal evaluation purposes.

5.7 Pricing

All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Aviation Authority under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Aviation Authority Board.

5.8 Incurred Cost

The Aviation Authority is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this request for Proposal are entirely the obligation of the Contractor and shall not be chargeable in any manner to the Aviation Authority.

5.9 Errors

In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Contractor's total offer will be adjusted accordingly.

5.10 Taxes

The Aviation Authority is exempt from Federal excise taxes and all sales taxes. Contractor is responsible for their own taxes.

5.11 Additional Terms & Conditions

The Aviation Authority reserves the right to reject Proposals containing any additional terms or conditions not specifically requested in the original special conditions and/or the terms and conditions.

5.12 Silence of Specifications

The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided.

5.13 Assignment

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the Aviation Authority's prior written consent, which consent may be granted or withheld in the Aviation Authority's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation, change in federal identification number or, any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the Aviation Authority's prior written consent, the Aviation Authority shall be entitled to terminate this Contract. Assignments require at least 60 days prior notice.

5.14 Indemnification

The successful Contractor shall indemnify, defend and hold completely harmless the Aviation Authority and the City of Orlando, Florida ("City"), and the members (including, without limitation, members of the Aviation Authority's Board and the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by,

charged to or recovered from any of the foregoing: (a) by reason or on account of damage to or destruction or loss of any property of Aviation Authority or the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of Contractor's directors, officers, agents, employees, Subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by Aviation Authority's negligence or by the joint negligence of Aviation Authority and any person other than Contractor or Contractor's directors, officers, agents, employees, Subcontractors, licensees, or invitees, or (b) arising out of or in connection with the failure of Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by Contractor, or (c) arising out of or in connection with any claim, suit, assessment or judgment prohibited by this condition or in favor of any person described in below, or (d) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, Subcontractors, licensees or invitees. Aviation Authority agrees to give Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, Contractor shall engage counsel reasonably acceptable to Aviation Authority. In any suit, action, proceeding, claim or demand brought in respect of which the Aviation Authority may pursue indemnity, the Aviation Authority shall have the right to retain its own counsel. The fees and expenses of such counsel shall be at the expense of the Aviation Authority unless the Contractor and the Aviation Authority shall have mutually agreed to another arrangement. In the event Contractor fails, within a reasonable time to retain counsel satisfactory to the Aviation Authority, the Aviation Authority may retain counsel and Contractor shall be responsible for such legal fees, costs and expenses. In the event, the Aviation Authority and the Contractor are both named parties in any such proceeding and, in the sole judgment of the Aviation Authority, representation of both the Aviation Authority and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them then Aviation Authority shall obtain its own counsel and Contractor shall be responsible for such legal fees, costs and expenses. The indemnification provisions of this Section 5 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract. No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against Aviation Authority, or the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the Aviation Authority's Board or the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of Aviation Authority or City, either directly or through the Aviation Authority or the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by Aviation Authority. Any and all personal liability of every nature, whether at

common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to Aviation Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the Aviation Authority, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the, promises made to Contractor pursuant to this Contract. In any and all claims against the Aviation Authority or the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of Contractor under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any Subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts. No provisions of this condition shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that Aviation Authority may have as to any party or person described therein.

5.15 Patents and Royalties

The Contractor, without exception shall indemnify and save harmless the Aviation Authority and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Contract, including its use by the Aviation Authority. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.

5.16 Software License to Contractor **Not Applicable.**

~~If this purchase is for the license of software products and/or services, and unless otherwise agreed, Contractor hereby grants to the Aviation Authority, a perpetual, irrevocable, nonexclusive, nontransferable, royalty free license to use the software. This software is "proprietary" to Contractor, and is licensed and provided to the Aviation Authority for its sole use for purposes under this Agreement and any attached work orders or invoices. The Aviation Authority may not use or share this software without permission of the Contractor; however the Aviation Authority may make copies of the software expressly for backup purposes.~~

5.17 Warranty Against Infringement of Intellectual Property

~~Contractor warrants that the goods or services do not infringe upon or violate any United States patent, copyright, or trade secret. Contractor will defend at its expense any action against the Aviation Authority or the Aviation Authority as licensee to the extent that it is based on a claim that goods used or services provided used within the scope of the license hereunder infringe upon a United States patent, copyright or trade secret, and Contractor will pay any and all costs and damages finally awarded against~~

~~the Aviation Authority or the Aviation Authority as licensee in such actions which is attributable to such claim. Should the products or services become, or in Contractor's opinion be likely to become, the subject of any claim of infringement, Contractor shall either: (a) procure for the Aviation Authority the right to continue to use the goods or services; or (b) modify the goods or services to make them non-infringing, provided that such modification does not materially adversely affect the Aviation Authority's authorized use; or (c) replace the goods or services with equally suitable, compatible, and functionally equivalent non-infringing goods or services at no additional cost to the Aviation Authority; or (d) if none of the foregoing alternatives is reasonably available to Contractor, terminate this agreement and refund to the Aviation Authority the payments actually made to Contractor under this agreement.~~

Contractor warrants that the goods or services do not infringe upon or violate any United States patent, copyright, or trade secret. Contractor will defend at its expense any action against the Aviation Authority or the Aviation Authority as licensee to the extent that it is based on a claim that goods used or services provided used within the scope of the license hereunder infringe upon a United States patent, copyright or the Aviation Authority or the Aviation Authority as licensee in such actions which is attributable to such claim. Should the products or services become, or in Contractor's opinion be likely to become, the subject of any claim of infringement, Contractor shall either: (a) procure for the Aviation Authority the right to continue to use the goods or services; or (b) modify the goods or services to make them non-infringing, provided that such modification does not materially adversely affect the Aviation Authority's authorized use; or (c) replace the goods or services with equally suitable, compatible, and functionally equivalent non-infringing goods or services at no additional cost to the Aviation Authority; or (d) if none of the foregoing alternatives is reasonably available, Contractor agrees to hold harmless and defend suits brought against the Authority for Contractors infringement of others intellectual property.

5.18 Optional Ownership of Work Product

~~Contractor agrees that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared, conceived, made or suggested by the Contractor for the Aviation Authority pursuant to a Work Order, including all such developments as are originated or conceived during the term of the Contract and that are completed or reduced to writing thereafter (the "Work Product") and Contractor acknowledges that such Work Product may be considered "work(s) made for hire" and will be and remain the exclusive property of the Aviation Authority. To the extent that the Work Product, under applicable law, may not be considered work(s) made for hire, Contractor hereby agrees that this Agreement effectively transfers, grants, conveys, and assigns exclusively to the Aviation Authority, all rights, title and ownership interests, including copyright, which Contractor may have in any Work Product or any tangible media embodying such Work Product, without the necessity of any further consideration, and Aviation Authority shall be entitled to obtain and hold in its own name, all Intellectual Property rights in and to the Work Product. Contractor for itself and on behalf of its Contractors hereby waives any property interest in such Work Product.~~

Contractor agrees that it will analyze and prepare evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals which allow Contractor to perform the work they are contracted to perform. The contractor is engaged to provide logistics/security handling services and is not being engaged to develop intellectual property for the benefit of the Aviation Authority. Any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals ("Work Product") that were developed, are prepared, conceived, made or suggested created by the Contractor will remain property of the Contractor.

Contractor acknowledges that data, reporting and outputs from systems related to the Work Product are essential requirements for the operation of the services and the Authority will not be deprived of access to such data and reporting necessary for the operations of the services.

5.19 Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI)

In the course of performing the Agreement work, Contractor may gain access to Sensitive Data Types including but not limited to Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI), Financial Information and/or other confidential information of the Aviation Authority. Contractor agrees to hold such information in confidence and to make such information known only to its employees, affiliates, agents, Subcontractors, and sub-consultants who have a legitimate need to know such information and who are under a similar obligation of confidentiality. The Contractor shall seek the Aviation Authority's prior written consent before releasing, disclosing, or otherwise making such confidential information available to any other person. This provision shall not apply to information required to be released by applicable law, legal subpoena, or other lawful process. The Contractor must notify the Aviation Authority as soon as practicable in the event Contractor is notified of or discovers any compromise and/or breach or suspected breach, such as unauthorized access to, theft of, misuse of and unintentional releases or of any security/sensitive data types, or confidential information of the Aviation Authority and/or Individuals ("Data Breach") involving Contractor controlled systems such as, but not necessarily limited to, web sites, transmission infrastructure, voice response unit, and retrieval and storage systems. This notification should include, to the extent known, the type of Data Breach, type of data compromised and/or breached, and results of any forensic investigation. To the extent Contractor is responsible for the Data Breach and upon mutual agreement of the parties, Contractor shall be responsible to implement, in coordination with the Aviation Authority, a commercially reasonable Remediation Plan to address and respond to a Data Breach. Such commercially reasonable "Remediation Plan" will include certain administrative requirements associated with addressing and responding to such Data Breach to the extent necessary under the circumstances, and may include but is not necessarily limited to: (i) preparation and mailing or other transmission of legally required notifications, (ii) preparation and mailing or other transmission or communication to impacted Individuals such as may be required by applicable law or regulation; (iii) offering potentially impacted Individuals the opportunity to enroll in a credit monitoring service offered by a vendor of Contractor's choice for a two-year period, or other period as required by applicable

law, at no charge to the impacted Individuals; and (iv) payment of applicable reasonable legal, audit, accounting and administrative expenses associated with the investigation, notifications and recovery arising from the Data Breach. The remedies provided for in the Remediation Plan shall be in addition to any other remedies available to the Aviation Authority under this Agreement. The provisions of this Section shall survive the expiration or earlier termination of the Agreement.

5.20 Training Not Applicable

5.21 Acceptance Not Applicable

5.22 Safety Warranty

The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

5.23 Warranty Not Applicable

5.24 Awards

As the best interest of the Aviation Authority may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all Proposals or waive any minor irregularity or technicality in Proposals received. Contractors are cautioned to make no assumptions unless their Proposal has been determined as meeting the Minimum Requirements and being responsive and responsible. All awards made as a result of this Proposal shall conform to applicable policies of the Aviation Authority.

5.25 Conflict of Interest:

The award hereunder is subject to the laws of State of Florida Statutes. All Contractors must disclose with their bid the name of any officer, director, or agent who is also an employee of the Aviation Authority. Further, all Contractors must disclose the name of any Aviation Authority employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Contractor's firm or any of its branches.

5.26 Purchasing Agreements with Other Governmental Entities

Aviation Authority permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting Contract will be responsible for execution of its own requirements with the awarded Contractor (s).

5.27 Drug-Free Workplace

Whenever two or more Proposals, which are equal with respect to price, quality, and service, are received by the Aviation Authority for the procurement of commodities or Contractual services, a Proposal received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat. shall be given preference in the award process.

5.28 Discriminatory Vendor List

An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Proposal for a Contract to provide goods or services to a public entity, shall not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Proposals for leases of real property to a public entity, shall not award or perform work as a Contractor, supplier, Subcontractor, or consultant under any Contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

5.29 Public Entity Crimes

All Contractor are hereby placed on notice that 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 Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction repair of a public building or public work, may not submit Proposals 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 a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently $35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/convicted_vendor_list

5.30 Scrutinized Companies

Awarded Contractor shall certify that it and its Subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its Subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. For Contracts of any amount, if the Aviation Authority determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Aviation Authority shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Aviation Authority's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the Aviation

Authority may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the Aviation Authority determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Aviation Authority shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Aviation Authority's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the Aviation Authority may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these Contracting prohibitions, this section shall become inoperative and unenforceable.

5.31 Licenses and Certifications

The awarded Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Department. The successful Contractor is responsible for obtaining all permits necessary to perform the required services. The Aviation Authority does not exempt itself from permitting requirements.

5.32 Subcontractors

The Contractor shall be fully responsible for all acts and omissions of the Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by the Contractor. In the event a qualified Subcontractor is employed, the Contractor shall:

a. Obtain approval in advance by the Aviation Authority.

b. Continuously monitor the Subcontractor's performance, shall remain fully responsible to ensure that the Subcontractor performs as required and itself perform or remedy any obligations or functions which the Subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent a Contractor from using the services of a common carrier for delivering goods to the Aviation Authority.

c. To the extent feasible, the provisions of this Contract shall apply to any such Subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any Subcontractor a party to this Contract, nor make such Subcontractor a third party beneficiary hereof.

d. The Aviation Authority **shall** require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a Subcontractor) shall be submitted to the Aviation Authority by the Contractor and the Aviation Authority shall pay all compensation to the Contractor.

e. It shall be the sole responsibility of the Contractor to deal with a Subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the Aviation Authority have any obligation or liability hereunder to any Subcontractor, including, in particular, any obligations of payment.

f. If the Contractor has qualified as an MWBE or LDB program participant with respect to this Contract, Contractor may not subcontract the performance of services hereunder to an entity that has not received MWBE or LDB certification, unless the MWBE and LDB Participation Goals are separately met by a qualified portion of the Contract being performed by the Contractor or by one or more other Subcontractors that are MWBE and/or LDB certified.

5.33 Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Aviation Authority employee. Only those communications, which are in writing from an authorized Aviation Authority representative, may be considered. Only written communications from Contractors, which are signed by a person designated as authorized to bind the company, will be recognized by the Aviation Authority as duly authorized expressions on behalf of the Contractor.

5.34 Litigation Venue

All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Orange County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.

5.35 Revised Addition, Deletion, or Modification of Services

~~The Aviation Authority reserves the right at its sole discretion to increase, decrease, or delete any portion of the Scope of Services, of this agreement/Contract at any time without cause, and if such right is exercised by the Aviation Authority, the total fee shall be reduced or increased by a prorated basis. If work has already been accomplished on the portion of the Contract to be increased, decreased, or deleted, the Contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the Aviation Authority and the Contractor upon completion of such portion.~~

Contractor and Aviation Authority shall negotiate in good faith appropriate changes to the fees to be paid to Contractor in connection with addition, deletion or modification of services to the Scope of Services.

5.36 Operation During Dispute

In the event the Aviation Authority has not canceled the Contract in accordance with the terms of the Contract, and there remains a dispute between the Contractor and the Aviation Authority, the Contractor agrees to continue to operate and perform under the terms of the Contract while such dispute is pending. Further, the Contractor agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate until the final adjudication of such suit by the court.

5.37 Revised Contract Termination

The Contract resulting from this Proposal shall commence upon issuance and acceptance of the fully executed Contract. The Aviation Authority retains the right to terminate the Contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by the Aviation Authority, provided herein, the awarded Contractor shall be paid for services performed through the date of termination.

a. Termination for Cause: If, through any cause, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Aviation Authority shall thereupon have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date.

b. Notwithstanding the above, Contractor shall not be relieved of liability to the Aviation Authority for damages sustained by the Aviation Authority by virtue of any breach of this Agreement by Contractor, and the Aviation Authority may withhold any payments to Contractor for the purposes of set-off until such time as the exact amount of damages due the Aviation Authority from Contractor is determined. This provision shall survive the termination of this agreement and shall not relieve Contractor of its liability to the Aviation Authority for damages.

c. Termination for Convenience of Aviation Authority: The Aviation Authority may terminate this Agreement at any time for any reason or no reason at all by giving at least thirty (30) days' notice in writing to the Contractor. If the Agreement is terminated by the Aviation Authority as provided herein, Contractor will be paid for the services performed through the Termination Date.

d. Contractor may terminate this Agreement by giving at least 180 days' notice to the Aviation Authority. Upon receipt of notice of termination by the Aviation Authority from the Contractor, Contractor shall perform the services through the end of Termination Date and shall be paid for the services performed through the Termination Date.

e. ***Upon termination for convenience, the Aviation Authority shall purchase the Capital Assets, defined as the Contractor's approved capital expenditures made for improvements to the leased facilities and for the transportation equipment, material handling equipment, and security equipment at Book Value as of the date of termination. The Aviation Authority agree to reimburse the Contractor's approved capital expenditures made for improvements to the leased facilities and for the transportation equipment, material handling equipment, and security equipment at the then-current unamortized cost provided that the equipment is in good working order and subject to normal wear and tear.*** **Unamortized costs means amount remaining as "principal balance.** ***Both Parties agree to utilize the procedure listed below for determining the Book Value. Upon purchase of equipment by Aviation Authority, title to such equipment shall be transferred to Aviation Authority by Contractor, free and clear of all liens and encumbrances.***

f. ***The Contractor shall obtain and deliver to the Aviation Authority a statement setting forth the depreciated book value of the Capital Assets as of the applicable date in accordance with the terms of this Agreement (the " Statement"). The Aviation Authority shall have ninety (90) days from receipt of the Statement within which to determine whether the Aviation Authority reasonably disagrees with the Contractor's determination of the Book Value, the Aviation Authority, at its expense, may have a nationally recognized accounting firm conduct an independent inventory and audit to determine the Book Value (the "Audited Book Value"), which audit must be completed within said ninety (90) day period. If there is a difference in the Book Value determinations by the Aviation Authority more than one percent (1%) of the from the Book Value stated by the Contractor, Contractor and the Aviation Authority's independent accounting firm shall work in good-faith to resolve such difference and establish an agreed-upon Book Value. If they are unable to agree, the Parties shall mutually agree upon a second nationally recognized accounting firm to review the respective Book Value determinations (including all supporting documentation) and shall arrive at a Book Value which shall be binding on all Parties. The cost of the second national accounting firm shall be equally apportioned between the Contractor and the Aviation Authority.***

5.38 Supervision of Contract Performance

During the term of this Contract, the AAR or designee, shall act on the behalf of the Aviation Authority, but in no event shall the AAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes. These must be approved by the CEO or the Aviation Authority Board depending on the circumstances.

5.39 Contractor Responsibilities

Contractors, by submitting a Proposal, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and the AAR, and that telephone contact and mail correspondence may, in some cases, not be appropriate. Aviation Authority approved representatives of the Contractor shall be available to meet with the AAR, as may be required, to accomplish the Aviation Authority's objectives as effectively and efficiently as possible, during all phases of this agreement/Contract/Proposal.

5.40 Monitoring of Work

The Contractor shall provide the AAR with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the Contract. The Contractor shall designate, in writing, a person to serve as liaison between the Contractor and the Aviation Authority.

5.41 Prompt Payment

For payment promptness, the Aviation Authority shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. Aviation Authority does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment. Contractor shall submit for payment by the Aviation Authority the amounts billed to Contractor by Subcontractors in the billing/payment request submitted first after receipt of the applicable Subcontractor invoice. Contractor shall remit payment to Subcontractors/suppliers, based upon Subcontractors/suppliers invoice, not later than seven (7) days following receipt of payment from the Aviation Authority if Aviation Authority makes payment through an electronic funds transfer, and not later than fifteen (15) days from payment by the Aviation Authority if Aviation Authority makes payment through a paper draft or check. Contractor may not submit to the Aviation Authority for payment any amount based on an invoice of a Subcontractor that Contractor disputes. Contractor shall notify the Aviation Authority promptly of any subcontract/supplier dispute.

5.42 Right To Audit Records

In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the Contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business

hours by an authorized representative of the Aviation Authority, and shall be retained by the Contractor for a period of five (5) years after termination of this Agreement—unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat.

5.43 Copying Documents

Contractor hereby grants the Aviation Authority and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to Aviation Authority with or in connection with the Contractor's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the Aviation Authority and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by Aviation Authority for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Chapter 119, Florida Statutes. This provision shall survive the expiration or termination of the Contract.

5.44 Florida Public Records Law

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 AVIATION AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT: PHONE NUMBER, (407) 825-2032; EMAIL ADDRESS,** PUBLICRECORDS@GOAA.ORG; **AND MAILING ADDRESS, GREATER ORLANDO AVIATION AUTHORITYY, PUBLIC RECORDS, ONE JEFF FUQUA BOULEVARD, ORLANDO, FL 32827.** A Contractor with an Aviation Authority Contract for services, must comply with Florida Statute, Chapter 119.071, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the Aviation Authority in order to perform the service. Upon request from the Aviation Authority's custodian of public records, provide the Aviation Authority with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the Aviation Authority would provide the records and at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Aviation Authority. Upon completion of the Contract, meet all requirements for retaining public records and transfer, at no cost to the Aviation Authority, all public records in possession of the Contractor or keep and maintain public records required by the Aviation Authority to perform the service. If the Contractor transfers all public records to the Aviation Authority upon completion of the Contract, the Contractor shall, upon termination of the Contract, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Aviation Authority, upon request from the Aviation Authority's custodian of public records, in a format that is compatible with the information technology systems of the Aviation Authority. If a Contractor does not comply with a public records request, the Aviation Authority shall enforce the Contract provisions in accordance with the Contract.

5.45 *Revised Force Majeure*

"Force Majeure" means any event that is beyond the reasonable control of the Contractor, and the effects of which, by the exercise of reasonable diligence, Contractor is unable to prevent, including, to the extent meeting the preceding requirements: (a) any acts of God, sabotage, wars, blockades, insurrections, terrorist acts or the threat thereof; (b) the elements, including lightning, earthquakes, fires, storms, floods, hurricane, tornado or similar extreme storm warnings; (c) health conditions, including any pandemics, epidemics, any quarantine, "shelter in place," "stay at home", workforce reduction, social distancing, shut down, closure, sequester, safety or similar law, directive, restrictions, guidelines, responses or recommendations of or promulgated by any governmental authority, including the U.S. Centers for Disease Control and Prevention and the World Health Organization, in each case, in connection with or in response to any health condition (including any epidemic, pandemic or other disease outbreak, such as the COVJD-19 pandemic) and any evolutions or mutations thereof or related or associated epidemics, pandemics or other disease outbreaks; (d) actions or restraints of a governmental authority; (e) riots or civil disturbances; or (f) inability to obtain or the curtailment of electric power, water, or fuel; provided, that Contractor's economic hardship or a change in market conditions shall, in and of itself, not be considered an event of Force Majeure.

If Contractor is unable to perform or is delayed in performing, in whole or in part, its obligations under this Agreement as a result of an event of Force Majeure, then Contractor shall promptly notify the Aviation Authority of the event of Force Majeure with reasonably full particulars and timing of such event. Contractor also shall promptly notify the Aviation Authority when the event of Force Majeure terminates or no longer prevents its ability to perform under this Agreement. Contractor must diligently use best efforts to resume performance.

5.46 Federal Emergency Management Agency (FEMA) Contract Requirements

In the event of a hurricane, civil disturbance, or other declared emergency, the Contractor will be required to begin response within one hour after notification and be on site no later than two hours after notification unless due to circumstances beyond control of the Contractor (roadway damage, etc.). **Cost of the service will be at the standard or non-standard working hours at the discretion of the Aviation Authority.** If State of Florida declares a State of Emergency, Contractor agrees to the terms outlined in the Federal Emergency Management Agency (FEMA) Contract Requirements. **https://www.fema.gov/grants/procurement**

5.47 Federal Compliance Provisions

Contractor agrees to recognize and comply with all applicable standards, orders or regulations issued pursuant to 2 C.F.R. Part 200, Appendix II. Standards, orders or regulations that are not applicable to the scope of work will not be required of the Contractor. To the extent applicable, the Contractor shall cause the inclusion of the provisions of these provisions in all subcontracts.

a. **Equal Employment Opportunity:** For any federally assisted construction Contract, as defined in 41 CFR 60-1.3, the Contractor, Subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.

b. **Davis–Bacon Act:** For any federally assisted construction Contract, in excess of two thousand dollars ($2,000), the Contractor, Subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction"); and the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). For a definition of "Construction" see 48 CFR 2.101.

c. **Contract Work Hours and Safety Standards Act**: For any federally assisted Contract, in excess of one hundred thousand dollars ($100,000), that involves the employment of mechanics or laborers, the Contractor, Subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

d. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**: Contractors that apply or Proposal for an award exceeding one hundred thousand dollars ($100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

e. **Debarment and Suspension**: Non-federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the· Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

Upon request, the vendor agrees to provide the Aviation Authority with subsequent certification(s) for it and/or its suppliers, Subcontractors and Subconsultants after Contract award. a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. § 80.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). b. The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government serving as grantee and Aviation Authority as subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. d. The vendor must comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this order/Contract is valid. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. **Clean Air Act and the Federal Water Pollution Control Act:** For any federally assisted Contract, or subgrant, in excess of one hundred and fifty thousand dollars ($150,000), the Contractor, Subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

g. **Energy Policy and Conservation Act**: The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201.

h. **Federal System for Award Management**: A order/Contract shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management ("SAM") (found at www.sam.gov), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory Aviation Authority.

i. **Title VI List of Pertinent Nondiscrimination Acts And Authorities**

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

1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and Contractors, whether such programs or activities are Federally funded or not);
8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.)

j. **Procurement of Recovered Materials:**

1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
2) Competitively procured within a timeframe providing for compliance with the Contract performance schedule;
3) Meeting Contract performance requirements; or
4) At a reasonable price.
5) Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
6) Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

k. **Additional FEMA Requirements:** The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity Contracts. FEMA, pursuant to this Aviation Authority, requires or recommends the following:

1) Access to Records. The following access to records requirements apply to this Contract:

a) The Contractor agrees to provide the Florida Division of Emergency Management, Greater Orlando Aviation Authority, Orlando, Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.

d) In compliance with the Disaster Recovery Act of 2018, the non-fed entity and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2) Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3) No Obligation by Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non -- Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

4) Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

The remainder of this page is intentionally blank.

6.0 CONTRACT

6.1 Contract Instructions

The Aviation Authority shall notify the Proposer of the Aviation Authority's intent to make an award and the Proposer shall submit a properly executed Contract within ten (10) calendar days of receipt of notice from the Notice of Intent. Unless such time is extended by the Aviation Authority, the failure of a Proposer to submit a properly executed form within said time period shall be cause for cancellation of the intended award by the Aviation Authority in its sole discretion. In the event that an intended award is cancelled, the award may then be made to the next lowest responsive and responsible Proposer. Unless otherwise agreed by the Aviation Authority in its sole discretion, the Contract shall be executed and notarized as follows:

a. If the Contractor is a corporation, the Contract shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).

b. If Contractor is a Partnership, the Contract shall be signed by a general or managing partner.

c. If the Contractor is a Limited Liability Company, the Contract shall be signed by a Manager or Managing Member having Aviation Authority to bind the company.

d. If Contractor is a sole proprietorship, the owner shall sign the Contract.

If an aforementioned signatory is not available and a different authorized signatory executes the form, a letter of authorization reflecting the signatory's Aviation Authority shall be submitted on the Contractor's stationery stating that the person who signed the form is duly authorized to enter into such Contract on behalf of the Contractor. Such letter of authorization shall be signed by one of the designated signatories above or such other representative as may be acceptable to the Aviation Authority.

No award shall be final, and no Contractor shall have any entitlement to a Contract or award, until such time as the Aviation Authority has executed the Contract. Upon execution by both parties, the Contract will constitute the formal written Contract between the Aviation Authority and the Contractor.

6.2 Revised Contract

This Agreement/Contract is made and entered into effective as of the _____ day of 20___, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called Aviation Authority, and **BRADFORD AIRPORT LOGISTICS, LTD**, hereinafter called Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to furnish and provide all supervision, personnel, labor, parts, tools, materials, transportation, equipment, supplies, fixtures, inspections, personal protective equipment, incidentals, insurance, and performance bond for operating Central Receiving and Distribution Center, to include inspections, for all concessionaires and tenants operating at the Orlando International Airport and all other items necessary or proper for, or incidental to, performing its obligations under **Purchasing Proposal 20-22 Central Receiving and Distribution Center**, in accordance with the Contract Documents which consist of the Contract, Proposal Price Pages, the General Information, the Special Conditions, the Specifications, the Terms and Conditions, the Federal Provisions, any Addenda issued prior to the execution of the Contract, and the Request for Proposals, each of which are incorporated herein by this reference.

If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of the Contract Documents, then the Aviation Authority may avail itself of any or all remedies provided in the Contract Documents, or which are otherwise available by applicable law or in equity, and shall have the right and power to proceed in accordance with the provisions thereof. **It is also agreed that Contractor shall not be subject to any fees, fines, penalties, demurrages, consequential or liquidated damages as a result of any delay caused by the Aviation Authority.**

An extension of time for performance shall be the Contractor's sole and exclusive remedy for any delay of any kind or nature caused by Aviation Authority, and in no event shall Contractor be entitled to recover from Aviation Authority any indirect, incidental, special or consequential damages in any proceeding arising out of or relating to this Contract or the breach thereof.

It is also agreed and understood that the acceptance of the last payment pursuant to the Terms and Conditions for work performed hereunder by the Contractor shall be considered as a release in full of all claims against Aviation Authority and its members, officers, agents and employees arising out of, or by reason of, the Contract obligations or work.

In consideration of the Contractor's obligations set forth in the Contract Documents, Aviation Authority agrees to pay to the Contractor upon satisfactory completion of such obligations, and subject to the Contract provisions, the compensation as set forth in **Proposal Price Pages** subject to such additions and deductions as may be provided in the Contract Documents and any duly approved and executed amendments thereto.

IN WITNESS WHEREOF, the said **GREATER ORLANDO AVIATION AUTHORITY** has caused this Contract to be executed in its name by its Chief Executive Officer, attested by its Secretary or Assistant Secretary, and the said Contractor has hereunto set its hand and seal.

"AVIATION AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

By: _____

Official Seal

Its: _____

Date: _____

Attest:

_____
Secretary

"CONTRACTOR"

WITNESSED BY:

BRADFORD AIRPORT LOGISTICS, LTD

_____ By: _____
(Seal)

(Signature of Owner or General Partner)

_____ Its: _____
(Title)

_____
Name of Owner or General Partner Printed
Or Typed

Date: _____

Performance Bond No.:_____

Performance Bond Expiration Date: _____

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS that_____

_____, hereinafter called Principal, and

_____,

a corporation organized under the laws of the State of _____ and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Aviation Authority, in the Penal Sum of **Two Million Dollars ($2,000,000.00)**, for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement entered into a Contract with Aviation Authority for **Purchasing Proposal 20-22 Central Receiving and Distribution Center at Orlando International Airport,** in accordance with the Contract Documents which are incorporated therein by reference and made a part thereof, and which collectively are herein referred to as the Contract.

WHEREAS, Surety is authorized to do business in the State of Florida.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs each of its obligations under said Contract, including, but not limited to, any warranty provisions, in the time and manner prescribed in the Contract; and

2. Pays Aviation Authority all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of Principal, or latent defects in the goods or services furnished by Principal), expenses, costs and attorneys' fees for and in connection with all trial and appellate proceedings, that Aviation Authority sustains resulting directly or indirectly from any breach or default by Principal under the Contract; and

3. Pays Aviation Authority all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services) for and in connection with all trial, appellate and bankruptcy proceedings, that the Aviation Authority sustains resulting directly and indirectly from conduct of the Principal, including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other person or entity for whom the Principal is responsible, then this bond is void; otherwise it remains in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants or conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Aviation Authority for all such loss or damage (including, but not limited to, reasonable attorneys' fees and other legal and court costs) resulting from or in connection with any failure to perform up to the amount of the Penal Sum.

In the event the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Aviation Authority harmless from any and all loss, damage, cost and expense, including, but not limited to, reasonable attorneys' fees and other legal and court costs for all trial, appellate and bankruptcy proceedings, resulting directly or indirectly from or in connection with the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Aviation Authority's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Aviation Authority and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Aviation Authority to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Aviation Authority or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

The institution of suit upon this Bond is subject to the limitations period in accordance with Section 95.11, Florida Statutes.

Any changes in or under the Contract Documents (which include, but are not limited to, the Specification and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligation under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall be increased or the term of this bond extended in accordance with any amendments or other modifications to the Contract Documents entered into by Aviation Authority and Principal.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to Aviation Authority of its governing body.

Signed, sealed and delivered in the presence of:

_____
Principal (Name of Contractor)

_____ By: _____
Witness (Signature)

_____ Its: _____
Witness (Title)

(Seal)

_____
Name of Surety

_____ By: _____
Witness (Signature)

_____ Its: _____
Witness (Title)

Address: _____

Telephone No.:_____

Fax No.:_____

E-Mail Address: _____

_____
(Countersignature by
Florida Licensed Agent)

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

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

IMPORTANT:

Surety companies executing bonds must meet the requirements set forth in Section 3 of the Contract's Special Conditions.

OATH OF SECRETARY

GREATER ORLANDO AVIATION AUTHORITY

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

_____
Secretary

(Corporate Seal)

IRREVOCABLE STAND-BY LETTER OF CREDIT

_____ [Date]

IRREVOCABLE LETTER OF CREDIT NO. _____

EXPIRY DATE: _____

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

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

Dear Sir or Madam:

On behalf of **BRADFORD AIRPORT LOGISTICS, LTD** (the "Company"), we hereby issue this irrevocable stand-by letter of credit in your favor up to the aggregate amount stated above, available by one or more sight drafts drawn by you on us.

Each draft hereunder must state "Drawn on _____ [Bank Name] Irrevocable Letter of Credit No. _____, dated _____," and must be accompanied by a statement in the form attached hereto as Exhibit A (which is incorporated in this letter of credit by this reference). Such statement must be signed by the Chief Executive Officer of the Greater Orlando Aviation Authority (the "Aviation Authority"), or designee, and must provide the following:

A. Certification that the Company has failed to faithfully perform one or more of its obligations to the Aviation Authority under that certain **Contract P20-22 for Central Receiving and Distribution Center at Orlando International Airport**, as such may be amended from time to time, by and between the Company and the Aviation Authority (the "Agreement"); and

B. Certification of the amount of damages or expenses which, in his belief or determination, the Aviation Authority has suffered or incurred, or is likely to suffer or incur, as a result of such failure by the Company; or

C. Certification (1) that the Company has failed to provide to the Aviation Authority an acceptable surety bond or stand-by letter of credit to replace this letter of credit, on or before the date the same was due under the terms of the Agreement in accordance with such terms, and (2) certification of the amount of the required replacement surety bond or letter of credit.

Additionally, each draft drawn hereunder shall be paid from the funds of _____ [Bank Name]. If a drawing is made by you hereunder at or prior to 11:00 a.m., local time, on a business day, payment shall be made to you or to your designee of the amount specified at our branch where such drawing is made, in immediately available funds, not later than 3:00 p.m., such local time, on the same business day or such later time and business day as you may specify. If a drawing is made by you after 11:00 a.m., such local time, on a business day, payment shall be made to you or to your designee of the amount specified, in immediately available funds, not later than 3:00 p.m., such local time, on the next business day thereafter, or such later time and business day as you may specify.

This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Rev.), International Chamber of Commerce Publication No. 600, except that, notwithstanding the provisions of Article 36 thereof to the contrary, if this letter of credit would have otherwise expired by its terms during a period when our business has been interrupted by Acts of God or other causes beyond our control, our obligations hereunder shall continue for thirty (30) days following the date of our resumption of normal business operations.

We hereby engage with you that all drafts drawn hereunder in compliance with the terms of this credit will be duly honored upon presentation to us as provided herein.

_____
(Bank Name)

By: _____
(Signature)

Address: _____

Telephone No.:_____

Fax No.:_____

E-Mail Address: _____

EXHIBIT A

GREATER ORLANDO AVIATION AUTHORITY
STATEMENT FORM

To: _____ [Bank Name]

Date: _____

Re: _____ [Company Name]

Irrevocable Letter of Credit Number: _____

The undersigned, who is the Chief Executive Officer of the Greater Orlando Aviation Authority (the "Aviation Authority"), or the duly authorized designee of same, hereby certifies to _____ [Bank Name] that [A, and either B or C are required]:

A. _____[Company Name] (the "Company") has failed to faithfully perform one or more of its obligations to the Aviation Authority under that certain **Contract P20-22, Central Receiving and Distribution Center at Orlando International Airport**, by and between the Company and the Aviation Authority (the "Agreement").

B. In the belief or determination of the undersigned, the amount of damages or expenses which the Aviation Authority has suffered or incurred or is likely to suffer or incur, as a result of such failure by the Company totals $_____; or

C. The Company has failed to provide the Aviation Authority with an acceptable replacement surety bond or stand-by letter of credit on or before the date the same was due under the terms of the Agreement in accordance with such terms, and that the amount of the required replacement bond or letter of credit is $_____.

Dated this _____ day of _____, 20____.

GREATER ORLANDO AVIATION AUTHORITY

By: _____

Title: _____

7.0 PROPOSAL SUBMITAL REQUIREMENTS

7.1 Required Proposal Format

a. The Proposer should prepare its proposal simply and economically, providing a straightforward, concise description of the Proposer's capability to satisfy the conditions and requirements of this competitive solicitation.

b. Material shall be submitted in a loose leaf binder format, not as bound documents or with coil spines (plastic or metal). Proposals shall include the information requested in a single volume, with each response tabbed, numbered and ordered in the same manner as provided in this RFP. The information should be submitted on one-sided 8.5 X 11 inch pages in Arial font with no smaller than 10-pitch font, excluding required Attachments as listed in Tab 10, no more than 100 pages.

c. To expedite the Aviation Authority's evaluation of the proposal, the proposal shall be organized and sections tabbed in the following order:

Tab 1 – Table of Contents

Please insert a set of tabs to identify each part of the Proposal to facilitate quick reference.

Tab 2 - Executive Summary

A. **Cover Letter** - The cover letter shall be signed by an authorized representative of the Proposer. The letter should indicate the Proposer's commitment to provide the services proposed and include the following:

1. A brief experience statement describing the Proposer's role and supporting airport operations and the traveling public.

2. An affirmative statement that it is independent of the Aviation Authority. Proposer must certify in writing with its Proposal that Proposer is registered to do business in the State of Florida.

3. An executive summary that is a brief overview of the overall strategy for implementation, and why their company is qualified to be selected.

B. **General Company Information** - Provide the name of Proposer's company (including the name of any parent company), Include:

1. Contact name and complete contact information of individual responsible for account ("Lead Individual").

2. Type of organization (corporation, sole proprietor, partnership, other).

Tab 3 - Proposer's Knowledge and Experience

A. Proposer's knowledge and experience, including:

1. Contracts (in similar size and scope to this RFP), with brief descriptions that demonstrate Proposer's experience providing central and receiving distribution centers (CRDCs) services.

2. Company track record: Provide a summary of the company's background, history, locations, number of years in business, the total number of employees, key personnel, qualifications, experience, how business is organized, and notable achievements.

B. References

The Proposers' references should demonstrate that it has the experience required, and reasonably has the reputation, to perform the Scope of Services described. It is the responsibility of the Proposer to provide references and information that most closely demonstrate experience with airport or public entity accounts of similar size, complexity, and risk exposure as the Aviation Authority. References shall be for work **substantially similar in scope and magnitude** currently underway or satisfactorily completed and shall be able to validate the Proposer's capabilities and experience.

1. List a minimum of three (3) and no more than five (5) customers for the services specified in the solicitation in the spaces provided. A contact person shall be someone who has personal knowledge of the Proposer's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the Aviation Authority may be contacting them. Do not list persons who will be unable to answer the specific questions regarding the requirements.

2. Provide a list of any clients to whom the Proposer has provided CRDC Services on or after January 1, 2016, and to which any such services terminated prior to the end of the Agreement term. If services were terminated, the Proposer shall explain why.

Tab 4 – Proposed Management and Operational Plan

A. Operational Plan

1. Describe the operating procedures on how to ensure goods and supplies are delivered to the intended recipients in a timely and efficient manner from how product is handled prior to its arrival to the airport and up to the time it is delivered to the concessionaire or other Airport tenant. Include information on the use of technology, product tracking and measures to

enhance terminal security and to prevent theft or damage to products. Include operational plans for a consolidated CRDC to be in operation and serve the STC no later than 120 days from Notice to Proceed and both the NTC and STC no later than 270 days from Notice to Proceed. Include information on the Contractor's experience developing TSA-approved operational plans.

2. Describe the approach for food handling and food safety procedures training to contractor's personnel to ensure the capability to perform the required services at no risk to the Aviation Authority. Include procedures to prevent spoiling of food and to comply with health requirements.

3. Identify subcontractors and their responsibilities, as applicable.

B. Key Personnel

1. Identify the CRDC Logistics On-Site Manager and Assistant Logistics On-Site Manager that will be committed to the project.

2. Provide names and titles of key personnel and an organizational chart of your proposed project team. Provide professional resumes of all key personnel. Key personnel shall have a minimum of three (3) years' experience within the last five (5) years, of the operation, and management of receiving, inspecting, and delivery operations at an airport transportation or other facilities as large in size and scope to that being proposed in terms of square footage and/or sales volume.

3. Proposer understands that the qualifications and experience of key personnel proposed will be factored into the evaluation process; therefore, key personnel must not be replaced without the approval of the Aviation Authority. Any approved substitutions must be with personnel of equal or better qualifications. In addition, any other commitments must not conflict with the level of commitment proposed for this project.

C. Safety and Security Plan

1. Provide a Supplier Management Plan (Known Shipping Program) for package tracking. Plan to include system methods and procedures regarding the tracking of the distribution of parcels, goods, merchandise, supplies or other items received through the CRDC and to, from, and between delivery locations.

2. Proposer's incorporation of TSA Regulations and Policies in the development of Proposer's policies and procedures; and

3. Provide details on the methods the Proposer uses to train and monitor Personnel's adherence to all security and safety Regulations and Policies

as well as procedures established and updated by the Aviation Authority and TSA.

D. Customer Service Plan

Provide a Customer Service Plan showing customer-complaint handling and procedures to include length of time to respond to complaints and procedures for responding to the complaint.

E. Transition Plan

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

Tab 5 – Equipment New and Unused

A. Provide a comprehensive list of all equipment and explain how the equipment will be utilized and demonstrate that sufficient equipment is being provided to meet the objectives of the RFP.

B. Describe plan for when a truck or other major piece of equipment or technology is out of service.

Tab 6 – Claims Information

Disclose all lawsuits, arbitrations and claims filed or raised by or against the Proposer over the last five (5) years, specifically identifying:

- The project involved.
- The parties involved.
- The nature of the claim(s).
- Amount at issue.
- Disposition or status.
- Litigation, case style, number, and jurisdiction.

Tab 7 – Prior or Pending Convictions, Indictments, Investigations, Regulatory Investigations, and Conflicts Of Interest

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

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

Tab 8 - Financial Background Information

Include the following historical financial information for the Proposer. If Proposer is a joint venture, partnership or LLC, then the following information must be submitted for each separate entity in the joint venture, partnership or LLC:

A. Provide current Dun & Bradstreet or Standard and Poor's Summary, if available. If a summary is unavailable, state the reason.

B. Proposers must provide most recent audited annual financial statements for the last two years in order to evaluate the Proposer's ability to perform these Services. If audited annual financial statements are not available, provide balance sheets, income statements, and cash flow statements for the last two years. This financial documentation shall be submitted in a sealed envelope, and included only with the original copy of the printed RFP. The sealed envelope should be clearly labeled as follows: **"Confidential Financial Records Submitted under Seal and Exempt from Florida Public Records Disclosure". Include the RFP Title: Central Receiving and Distribution Center and RFP NO.: 20-22 and the Proposer's firm name on the sealed envelope.** (Reference Florida Statutes Section 119.071(1) (c) for exemption on financial records.)

Tab 9 – Additional Information

Tab 10 – Attachments (Forms to be turned in with Proposal)

In addition to the proposal submission requirements, all proposal documents and forms listed below must be completely and accurately filled out and submitted with the proposal. Failure to do so could result in rejection of the proposal as non-responsive.

Attachment A	Proposer's Certification Form.
Attachment B	Proposal Price Schedule.
Attachment C	Addendum Receipt Verification Form.
Attachment D	Proposer's Questionnaire.
Attachment E	Conflict of Interest Disclosure Form.
Attachment F	Scrutinized Company Certification Form.
Attachment G	MWBE Participation Forms, if applicable.
Attachment H	Proposer's W-9.
Attachment I	Certificate of Insurance (Proof Proposer can obtain the required Insurance).
Attachment J	Letter of Bondability.
Attachment K	No Proposal Response Form, if applicable.

Attachment A - Proposer's Certification Form

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

I hereby propose to furnish the goods or services specified in this Solicitation at the prices or rates quoted in my submittal. I agree that my submittal will remain firm for a period of up to ninety (90) days in order to allow the Aviation Authority adequate time to evaluate the submittals.

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

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

Company	***Sworn to and subscribed before me by means of:***
	☐ physical presence or ☐ online notarization
Bidder's Signature	***this day of_____ 20___***
Print Name and Title	***by_____ who is***
	☐ Personally Known; or ☐ Produced Identification.
Address:	**Type of identification produced:** ***[Check applicable box to satisfy identification requirement of FLA. Stat. §117.05)***
	(STATE OF Seal
Date	**COUNTY OF_____)**
Duns Number	
Federal Tax Id Number	**Notary Signature:_____** **Notary Public My Commission Expires:**
Email:	**Printed, typed or stamped commissioned name of Notary Public)**

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

Attachment A - Proposer's Certification Form

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

I hereby propose to furnish the goods or services specified in this Solicitation at the prices or rates quoted in my submittal. I agree that my submittal will remain firm for a period of up to ninety (90) days in order to allow the Aviation Authority adequate time to evaluate the submittals.

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

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

Company	***Sworn to and subscribed before me by means of:***
	☐ physical presence or ☐ online notarization
Bidder's Signature	***this day of_____ 20___***
Print Name and Title	***by_____ who is***
	☐ Personally Known; or ☐ Produced Identification.
Address:	**Type of identification produced:** ***[Check applicable box to satisfy identification requirement of FLA. Stat. §117.05)***
	(STATE OF Seal
Date	**COUNTY OF_____)**
Duns Number	
Federal Tax Id Number	**Notary Signature:_____** **Notary Public My Commission Expires:**
Email:	**Printed, typed or stamped commissioned name of Notary Public)**

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

MANAGEMENT FEE FOR CRDC SERVICES

This agreement will be eighty-four (84) months in duration and shall be deemed effective on or about March 1, 2022 through February 28, 2029 with one (1) three (3) year option to renew. The Aviation Authority shall pay in arrears, the proposed annual management service fee in thirteen (13) equal installments.

A. Management Fee for CRDC Services[1] Contract Years 1 – 7

Year 1	March1, 2022 – February 28, 2023	_____
Year 2	March1, 2023 – February 28, 2024	_____
Year 3	March1, 2024 – February 28, 2025	_____
Year 4	March1, 2025 – February 28, 2026	_____
Year 5	March1, 2026 – February 28, 2027	_____
Year 6	March 1, 2027 – February 28, 2028	_____
Year 7	March 1, 2028 – February 28, 2029	_____

SUB – TOTAL A	$ _____

B. Reimbursable Payroll and Operating Expense Budget[2] (Not-to-Exceed Amount)

Year 1	March 1, 2022 – February 28, 2023	$2,248,900	Annual
Year 2	March 1, 2023 – February 28, 2024	$2,316,500	Annual
Year 3	March 1, 2024 – February 28, 2025	$2,385,900	Annual
Year 4	March 1, 2026 – February 28, 2026	$2,457,500	Annual
Year 5	March 1, 2026 – February 28, 2027	$2,531,200	Annual
Year 6	March 1, 2027 – February 28, 2028	$2,607,136	Annual
Year 7	March 1, 2028 – February 28, 2029	$2,685,350	Annual

SUB – TOTAL B	**$17,232,486.00**

TOTAL YEAR SEVEN (7) COST (LINE A + LINE B)	$ _____ (Enter Total Here and on Page 90)

[1]Management Fee shall include all costs as listed in Section 3.14. Provide a backup detailing the management fees for each year 1 thru 7. **See Exhibit 5.**

[2]Reimbursable Expense Budget shall include all costs as outlined in Section 3.15. Contractor's aggregate annual invoices shall not exceed the total as stated above for Years 1 thru 7. It is estimated that 48 FTE reimbursable will be needed for the performance of this Contract. The Aviation Authority believes that this estimate fairly describes the scope of work under ordinary circumstances; however, the number of FTE employees may range between 43 and 53 as actual conditions may cause the number of employees to be adjusted accordingly. The Aviation Authority shall only reimburse for the positions requested and approved by the Aviation Authority and satisfactorily provided by the Contractor.

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Year 1	March1, 2022 – February 28, 2023	_____
Year 2	March1, 2023 – February 28, 2024	_____
Year 3	March1, 2024 – February 28, 2025	_____
Year 4	March1, 2025 – February 28, 2026	_____
Year 5	March1, 2026 – February 28, 2027	_____
Year 6	March 1, 2027 – February 28, 2028	_____
Year 7	March 1, 2028 – February 28, 2029	_____

SUB – TOTAL A	$ _____

B. Reimbursable Payroll and Operating Expense Budget[2] (Not-to-Exceed Amount)

Year 1	March 1, 2022 – February 28, 2023	$2,248,900	Annual
Year 2	March 1, 2023 – February 28, 2024	$2,316,500	Annual
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Year 6	March 1, 2027 – February 28, 2028	$2,607,136	Annual
Year 7	March 1, 2028 – February 28, 2029	$2,685,350	Annual

SUB – TOTAL B	**$17,232,486.00**

TOTAL YEAR SEVEN (7) COST (LINE A + LINE B)	$ _____ (Enter Total Here and on Page 90)

[1]Management Fee shall include all costs as listed in Section 3.14. Provide a backup detailing the management fees for each year 1 thru 7. **See Exhibit 5.**

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Attachment C - Addendum Receipt Verification

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

_____
Company

_____
Signature

_____
Print Name

_____
Title

Attachment D - Proposer's Questionnaire

The following questionnaire is to be completed by the Proposer and provided with its Proposal submittal.

1. CONTACT INFORMATION

Name of Company	
Contact Individual	
Contact Address	
City, State, Zip	
Telephone Number	
Email Address	

2. AUTHORIZED SIGNATORIES

The Proposer represents that the following persons are authorized to sign Proposals, and/or sign Contracts and related documents to which the Proposer will be duly bound. The Aviation Authority will verify all named signatories on Sunbiz.org. If the authorized person is not registered on www.Sunbiz.org, the Proposer should provide with their Proposal submittal proof of authorization.

Name	Title	Indicate Principal or Authorized Authority

3. **REFERENCES**: List a minimum of three (3) and no more than five (5) customers for the services specified in the solicitation in the spaces provided. References shall be for work **substantially similar in scope and magnitude** satisfactorily completed and shall be able to validate the Proposer's capabilities and experience. **Note:** A contact person shall be someone who has personal knowledge of the Proposer's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the Aviation Authority may be contacting them. Do not list persons who will be unable to answer specific questions regarding the requirements.

REFERENCE FORM

Ref #1. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #
Contact Person:
Email:

Ref # 2. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #
Contact Person:
Email:

Ref #3. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #
Contact Person:
Email:

Ref #4. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #
Contact Person:
Email:

Ref # 5. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #
Contact Person:
Email:

_____
Company

_____
Signature

_____
Print Nam

_____
Title

Attachment E - Conflict of Interest Disclosure Form

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

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

Comments:

_____

_____

_____

_____

_____

Acknowledged by:

_____

Firm Name:

_____

Signature of Authorized Representative:

_____

Name and Title (Print or Type):

_____

Date:

_____

Attachment F - Certification Regarding Prohibition Against Contracting with Scrutinized Companies

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

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

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

Name of Proposer: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

Attachment G – MWBE FORMS

LETTER OF INTENT/AFFIRMATION

Minority/Woman Owned Business Enterprise (MWBE)

(This page shall be submitted for each MWBE Firm)

Proposer: Name_____

Address_____

City_____ State_____ Zip_____

MWBE Firm: Name_____

Address_____

City_____ State_____ Zip_____

MWBE Contact: Name: _____ Phone ( ) _____

Email: _____

MWBE Certification Agency: _____ Expiration Date _____

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

Scope of Work	Quantity	Rates	Total

Year 1:$_____ Year 2:$_____

Year 3:$_____ Year 4:$_____

Year 5:$_____ Year 6:$_____

Year 7:$_____

Total Term Value: $_____ Percent of Total Proposal: _____%

AFFIRMATION:

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

By: _____

(MWBE Owner's Signature) (Title) (Date)

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

By: _____

(Proposer's Authorized Signature) (Title) (Date)

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

MONTH ENDING: _____

GREATER ORLANDO AVIATION AUTHORITY

MWBE DISBURSEMENT FORM

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

CONTRACT: P20-22 Central Distribution and Receiving Center
(Number and Name)

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

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

Summary

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

Contract Goal: _____

Cumulative Goal Achieved: _____
(Sum of totals G and H / Sum of totals C and D)

Remarks:

Attachment H - Current W9

Request for Taxpayer Identification Number and Certification ▶
Go to www.irs.gov/FormW9 for instructions and the latest information.

Attachment I – Certificate of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

ATTACHMENT J

DATE (MM/DD/YYYY)

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 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	CONTACT NAME:
	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED	INSURER A :
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N / N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

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

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Attachment J - Letter of Bondability or Letter of Credit

Each Proposer shall provide with its Submittal a Letter of Bondability on a surety company letterhead or a letter from a US Bank for a letter of credit confirming that Proposer can obtain one or the other. As described in Section Three – Special Conditions **the Performance Bond shall be valid for the initial term of the awarded Contract.**

Note the Aviation Authority will not accept any change or modification to the forms of Performance Bond or Letter of Credit contained in the Submittal Documents.

Attachment K – No Proposal Response

NO PROPOSAL RESPONSE

TO

REQUEST FOR PROPOSALS

If your firm is unable to submit a Proposal at this time, please provide the information requested in the space provided below and return to:

GREATER ORLANDO AVIATION AUTHORITY
PURCHASING DEPARTMENT
8652 CASA VERDE ROAD, BUILDING 811
ORLANDO, FLORIDA 32827-4338

We have received Request for Proposals, under **Purchasing Proposal 20-22 Central Receiving and Distribution Center** for Orlando International Airport**, opening at 11:00 a.m. December 21, 2021**, at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Department, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338.

Our firm's reason for not submitting is:

_____

_____

_____

_____
Company Name

By: _____

Its: _____
Name & Title, Typed or Printed

ORLANDO INTERNATIONAL AIRPORT | MCO

RFP Submittal for the Greater Orlando Aviation Authority (GOAA)

Central Receiving Distribution Centers (CRDC) Services

Submitted By:

BRADFORD
WHEN SECURITY AND TIMING ARE EVERYTHING®
AIRPORT LOGISTICS

ORIGINAL

RFP No.: 20-22
January 18th, 2022

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know," as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 USC 552 and 49 CFR parts 15 and 1520.

Table of Contents

Table of Contents.....**Tab 1**

Executive Summary..... **Tab 2**

Proposer's Knowledge and Experience.....**Tab 3**

Proposed Management and Operational Plan.....**Tab 4**

Equipment New and Unused.....**Tab 5**

Claims Information.....**Tab 6**

Prior or Pending Convictions, Indictments, Investigations, Regulatory Investigations, Conflicts of Interest.....**Tab 7**

Financial Background Information.....**Tab 8**

Additional Information .....**Tab 9**

- **Tab 9A - AMIS™ Screen Shots**
- **Tab 9B – BAL MCO Supplier Management Plan**
- **Tab 9C - BAL Food Defense Plan for MCO**
- **Tab 9D - BAL MCO Training Plan**
- **Tab 9E – BAL MCO CRDC Security Plan**

Attachments.....**Tab 10**

BRADFORD
WHEN SECURITY AND TIMING ARE EVERYTHING
AIRPORT LOGISTICS

January 6, 2022

Ms. Janice Hughes
Senior Purchasing Agent
Greater Orlando Aviation Authority (GOAA) – Purchasing Department
8652 Casa Verde Road, Building 811
Orlando, FL 32827-4338

Re: GOAA – RFP 20-22 for Central Receiving Distribution Center (CRDC) Services at Orlando International Airport (MCO)

Dear Ms. Hughes:

Bradford Airport Logistics (BAL or Bradford) is pleased to submit the following response to the RFP for CRDC Services for GOAA at MCO. Managing airport CRDC operations is our **core** and **only** business. In our 21st year in business, Bradford has been the primary catalyst and developer of CRDC growth and innovation within the U.S. and Global aviation industry. Our twenty-one (21) airport contracts around the globe improve operational efficiency, safety and security for the airport terminal complex and the travelling public. We are also proud to partner with two certified MBE's for this proposal; Creative Management Technology, Inc. and Gomez Construction Company.

This letter will confirm that BAL is independent of GOAA and is registered to do business in the State of Florida under document number B15000000135 as referenced in the following State of Florida, Department of State registration certificate.

As you will learn from this response, Bradford's Core Values are at the forefront of every aspect of the business and enable all of our efforts to move forward together on a solid foundation that builds harmony, success, and growth. Bradford's Core Values further drive our "Relentless Innovation," "Burning Passion for Excellence," and "Unwavering Commitment" to show up amazingly for our airport partners working in a collaborative effort to achieve our company purpose to "Help Airports Run Great!"

As a direct result of Bradford's "*Operational Excellence*" and *"Fanatical Customer Fan Base"* over the past 21 years, we hold a 100% track record of having all option years exercised and all contracts renewed at expiration. Lastly, our COO operates out of out TPA CRDC, so a top-level executive is available on-site at MCO within ninety minutes.

Sincerely,

Benjamin Richter
Founder, Chairman, CEO

State of Florida
Department of State

I certify from the records of this office that BRADFORD AIRPORT LOGISTICS, LTD is a Texas limited partnership authorized to transact business in the State of Florida, qualified on May 20, 2015.

The document number of this limited partnership is B15000000135.

I further certify that said limited partnership has paid all fees due this office through December 31, 2022 and that its status is active.

I further certify that said limited partnership has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourth day of January, 2022

Secretary of State

Tracking Number: 9132657521CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

TAB 2

EXECUTIVE SUMMARY

B. General Company Information

Name: Bradford Airport Logistics, Ltd. (Partnership)

Address: 720 North Post Oak Rd, Suite 450, Houston, TX 77024

Email: bclass@bradford-corp.com (Bruce Class - Lead Individual)

Federal Tax ID: 76-0686758

Telephone No.: 832.483.9838 (Bruce Class cell)

Fax No.: 281.220.8717

TAB 3
PROPOSER'S KNOWLEDGE and EXPERIENCE

A. KNOWLEDGE and EXPERIENCE

Bradford Airport Logistics (BAL or Bradford) was formed 21 years ago to *exclusively focus* on the management of Centralized Receiving and Distribution Centers (CRDC). This priority still remains the organization's *core and only* business. Bradford has almost singularly carved-out and pioneered the airport industry market space associated with turnkey, all-inclusive "command and control" for loading dock management, CRDC operations, and secure airport terminal logistics. In fact, **Bradford has been the primary catalyst and developer of CRDC growth and innovation within the U.S. and global aviation industry**.

INDUSTRY DIFFERENTIATORS:

1. Unparalleled Expertise - U.S. and Global Market Leader in Secure CRDC Operations:

Bradford possesses more CRDC expertise, provides more comprehensive CRDC services, has been awarded more CRDC contracts and offers more value-add benefits to airport communities than any other CRDC organization in the world. Bradford has been awarded 21 airport contracts and has a 100% contract renewal rate since its inception 21 years ago. Bradford further manages materials into airport-city hotels such as the Westin Detroit McNamara Terminal. In addition, BAL has conducted 51 airport logistics consulting studies from small-to-mega airports and has pioneered 36 celebrated industry firsts.

Bradford operates the largest, most complex, and highest security-enabled CRDC in the world at London Heathrow (all terminals). This contract was just renewed after 8 years of impeccable service through a competitive bid process for another 5 years. The renewal occurred even though Heathrow Airport limited (HAL) was not entering into long-term agreements at that time because of the uncertainties associated with Covid. This accomplishment was the result of Bradford's exemplary service, constantly innovating to raise the service bar, and a strong partnering relationship with HAL.

BAL also serves on-site terminal operations at each of the five terminals as well as security access oversight for the two major underground vehicle access tunnels for the newest T2 and T5 mega-terminals. The technology and the security-enabling services are both provided by Bradford.

At the end of 2021, Bradford also successfully competed for the renewal of our CRDC contract with the Hillsborough County Aviation Authority, operator of Tampa International Airport. We far outdistanced the competitors scoring 92.35 (out of 100 points) versus Airport Logistics Management (ALM) 82 points and Bags, Inc. 60.59 points.

Bradford has also successfully managed the logistics, security, and CRDC services associated with airports going through major, complex, multi-year concession expansion and redevelopment - LHR, MSP, DTW, SAN, SLC, BNA, LGA, DAL, BOS & TPA.

2. BAL's Leadership to the Airports Community is Longstanding and Unwavering: Bradford has been asked to lead and participate at industry think tanks and symposiums on logistics and security. We have led and held numerous CRDC logistics/security meetings with airports of all sizes and for

regulatory leadership in order to refine processes and scope of work in collaborative ways to help solve industry and airport problems.

3. World-Class, Customizable, and Airport Terminal Integrated CRDC Technology: Bradford offers a proven and legendary in-house developed airport infrastructure logistics solution and material management system (Airport Material Intelligence System – AMIS™). Working in partnership and collaboration with airports, regulatory, and customers our AMIS™ technology has been customized just for an airport's Centralized Receiving and Distribution Center (now deploying version 9.5 of our industry-acclaimed holistic material management and operations control software – Airport Material Intelligence System or AMIS™).

Oversight of this business has been refined to a level that almost every operational anomaly that might occur in a given day has system oversight. This proactive system oversight will warn well before a potential issue in order to prevent a failure. Maximum command and control as well as exacting and ever-improving standards for productivity have been the results of our investments into smart business operations for airports.

4. Frontline of Enhancing Security: Over the years Bradford has developed a strong relationship with the TSA and airport police through our continual collaborative efforts. Most significantly, BAL is advancing our industry to close security gaps and stop new threats. BAL's AMIS™ system further enables our airport partners to establish additional layers of *"no cost"* security while adding infrastructure for major *"cost avoidance savings"* by "future-proofing" our airport partners from foreseeable DHS/TSA directives that are forthcoming to contend with the modern threat landscape.

As the TSA continues to move towards x-ray of product enter airport terminals, Bradford is well positioned and highly experienced in performing x-ray services. For almost a decade, BAL has been successfully performing x-ray of materials coming into an airport complex. X-ray of terminal bound goods are being performed at London Heathrow, LaGuardia, Nashville, Salt Lake City, Dallas Love and Boston Logan Airports. 100% x-ray occurs at London Heathrow, LaGuardia and Boston Logan is increasing to 100% x-ray effective July 2022.

5. Real-Time Command & Control: Bradford's systems operate in "Real-Time" and with "Complete-Transparency" to track, monitor, and control every box, case, tote, skid, container (together with returns) as material migrates throughout the airport terminal complex (ATC). AMIS™ tracks every item by user and their interactions, location with date and time stamps/logs every move of product in real time. Advances in AMIS™ have synchronized our CCTV video feeds to recall every movement of product just by referencing a number of elements – Supplier, Driver, BWID, or like. In 21 years, Bradford command and control possesses a 100% compliance record associated with handling food stuffs in accordance with the FDA's Hazard Analysis and Critical Control Point (HACCP) standards.

6. Culture of Innovation and Continuous Improvement: One of our three core values of our organization is to: "Relentlessly *Innovate, measure and improve* **CRDC operations to be the benchmark leader for the global aviation industry in safety, cost efficiency, security, and sustainability.** Our commitment to re-invent based on the needs of our customers is evident in the deliberate nature of our efforts to be true to our Core Values. Innovation is embedded in our company culture and our dedication to this end is both evident and continuous. The number of quality, service,

operational and financial enhancements that can be made for our stakeholders are endless.

7. Extraordinary Data Management/Process Control Capabilities: BAL's AMIS™ was designed with the ability to capture, measure, and report on the exact performance of every aspect of our operation and business. Thus, AMIS™ software is able to take an infinite amount of data, analyze it, issue reports, and manage it (dock schedules, supplier delivery needs, tenants "just-in-time" delivery wishes, airline flight schedules, gate operations, etc.) to produce processes and schedules that create a very disciplined, well-organized, and relatively invisible service to the passenger.

8. Large, Multi-Disciplined and CRDC Experienced Workforce – Over the past 21 years, Bradford has amassed a workforce of more than 500 hundred employees. The senior management team and facility managers possess more than 400 years of experience in CRDC, logistics, airport management, concessions, food distribution, and IT. Plus, our COO is located in Tampa – just a 90-minute drive to MCO, if and as-needed for direct and immediate executive-level support.

AIRPORT STAKEHOLDERS SERVICES DAILY BY BRADFORD:

Concessions (Food, Beverage, Retail), Duty Free, Airport Operations & Maintenance, Airport Hotels, Airline Clubs, Office Supplies, Janitorial Goods, Regulatory (Fire/Safety, FAA, TSA, Airport Police, etc.), Art/Foundations, Armed Services Centers (ASC/USO)

OVERVIEW – SCOPE of SERVICES PERFORMED:

(1) Design, Build, Finance, Operate and Maintain CRDC
(2) Furnish and customize CRDC AMIS™ technology by airport
(3) Manage supply chain and all inbound deliveries and materials
(4) Provide automated inbound dock scheduler
(5) Manage all airport docks (not just CRDC)
(6) Receive materials including furnishing BAL SSI barcodes
(7) Vetting of suppliers/drivers and Security Inspection including X-ray & EDS
(8) Schedule and security clear construction materials
(9) Inspection and handling of foodstuffs & alcohol
(10) Temporary holding of materials at CRDC
(11) Maintain Stock (like passenger welfare items) and AMIS™ Inventory Management System
(12) Automated AMIS™ consolidation of goods for distribution back to terminal
(13) Deliveries to terminal synchronized around Delivered as Promised (DaP) time windows to delivery zones to make service as invisible as possible to the traveler
(14) Distribution to storage and store locations
(15) Interterminal distributions from commissary
(16) Virtual secure material delivery tunnel from CRDC to end-users
(17) Returns goods management
(18) Vending
(19) Parcels
(20) Uniforms/Linens
(21) Prohibited items tracking (i.e., knives) via AMIS™
(22) Ice Distribution to airline stocking locations (for in-flight service)
(23) Handle recycling: Cardboard, Paper, Plastic, Wood Pallets, Bottles, Kegs, Bread Racks, Totes, CO2 Canisters, Plastic, Distribution on food/retail to the community to those in need

CRDC CONTRACTS of SIMILAR SIZE to MCO

Bradford has been awarded 21 airport CRDC contracts. Airport's size similar to MCO include: LHR, MSP, BOS, DTW, LGA, SLC.

HISTORY *(Outstanding Leadership and Proven Track Record Amassed):*

Bradford Airport Logistics (BAL) was formed 21 years ago to "exclusively focus" on the management of airport Loading Docks and Centralized Receiving and Distribution Centers (CRDC). This priority still remains the organization's "core" and "only" business. In fact, Bradford has been the primary catalyst and developer of CRDC growth and innovation within the U.S. and global aviation industry.

Our rich heritage began with pioneering the aviation industry's first in-house developed technology driven CRDC infrastructure solution (Airport Material Intelligence System - AMIS™) at Detroit Wayne County International Airport. BAL's comprehensive solution involved fresh new approaches on how to solve the many issues associated with logistical material deliveries into an airport terminal.

Bradford's initial goals for the AMIS™ infrastructure and operations were to produce cost-effective, streamlined, consolidated, synchronized, and relatively invisible command and control over material deliveries with accountability checks & balances every-step-of-the-way through the use of the AMIS™ technology.

Following events of 9/11, Bradford quickly and successfully responded to requests coming from regulatory agencies to expand the AMIS™ system to establish security protocols/processes and high-visibility to the entire material goods delivery operation. Ever since then, BAL has helped set the CRDC security platform moving forward within the U.S. (working in close collaboration with airports and the TSA).

The following is a brief synopsis of our history, key firsts, awards, and developments that highlight Bradford accomplishments.

2001 Implements the first Technology Driven CRDC in the world (new DTW McNamara terminal).
2005 Awarded MSP CRDC contract which proved our concept repeatability at a world class airport with existing infrastructure.
2005 MSP and DTW are the only Category "X" CRDC's in the US with CRDC.
2010 Our CLE operation is the first offsite CRDC to be declared SIDA by TSA.
2011 Awarded ACI airport sustainability award for North America.
2011 BAL's SAN CRDC was declared the first LEED Gold CRDC/Warehouse in the world.
2011 BAL pioneers the Virtual Secure Material Delivery Tunnel (VSMDT) revolutionizing security transport controls CRDC to terminal.
2012 Develops and implements the precursor to the TSA Known Shipper Program.
2012 Awarded LHR CRDC – first BAL contract outside US and it is the largest, most complex, and highest security contract in world including BAL performing 100% x-ray of all materials.
2015 BAL received first perfect CRDC RFP score in industry at TPA.
2016 Recognized as LHR "Supplier of the Year" (one of five recipients; 1st US company ever to win).
2016 Awarded first CRDC contract at a small airport – GSP.
2017 BAL becomes ISO 9001 Certified.
2017 BAL recognized as "LHR Employer of the Year" (More than 500 companies work at LHR).
2019 Awarded three CRDC contracts during COVID – PDX, SLC, LGA.

2020 PANYNJ 1st airport authority to requires 100% x-ray (beginning at LGA by BAL.
2022 MASSPORT, operator of BOS, authorizes 100% x-ray of goods into terminals in July 2022.

Summary:

BAL's AMIS™ offers technological superiority, airport-only focus, capabilities to service "all" airport stakeholders, control mechanisms and time-proven experience in partnering ever-advancing solutions to problems within aviation. **The numbers of strategic quality, service, streamlining, sustainability, and financial enhancements being delivered are endless**... our industry and customers appreciate our dedication to our culute of operational excellence and innovation.

Bradford's experience of offering cooperative partnerships with the industry has been instrumental in setting standards, improving on the CRDC concept, and pioneering the innovating strategic vision that leverages lessons learned from over 20 North American operations. Moreover, the CRDC growth and innovation within the U.S. and global aviation industry is a result of Bradford focusing on operational excellence and modeling the lessons from our growth journey for the benefit of "Helping ALL Airports Run Great!"

REFERENCE FORM

Ref #1. Customer/Client: Heathrow Airport Limited
Date of Services: 2/1/2012 - 1/31/2026
Description of Services: CRDC services at Heathrow Consolidation Centre - London Heathrow International Airport (LHR)
Street Address: Compass Centre, Nelson Road
City, State, ZIP Code: Hounslow, Middlesex, United Kingdom, TW6 2GW
Telephone # 01-44-07713075726
Contact Person: Paul Hilditch, Sr. Account Manager, Retail Logistics
Email: Paul.Hilditch@heathrow.com

Ref # 2. Customer/Client: Massachusetts Port Authority (MASSPORT)
Date of Services: 2/1/2018 - 10/31/2027
Description of Services: CRDC Services at Boston Logan International Airport (Subcontractor to MarketPlace Logan LLC)
Street Address: One Harborside Drive, Suite 200S
City, State, ZIP Code: East Boston, MA 02128
Telephone # 617-568-5000
Contact Person: Ed Freni, Director of Aviation
Email: efreni@massport.com

Ref #3. Customer/Client: Salt Lake City Corporation
Date of Services: 7/1/2020 - 6/30/2025 plus 2 one-year options
Description of Services: CRDC Services at Salt Lake City International Airport
Street Address: 3920 Terminal Dr.
City, State, ZIP Code: Salt Lake City, Utah 84122
Telephone # 801-824-1594
Contact Person: Mike Rawson, Airport Business Development Manager
Email: Mike.Rawson@slcgov.com

Ref #4. Customer/Client: Hillsborough County Aviation Authority
Date of Services: 8/6/2015 - 2/4/2027 plus 2 one-year options
Description of Services: CRDC Services at Tampa International Airport (TPA)
Street Address: 4160 George J. Bean Parkway
City, State, ZIP Code: Tampa, FL 33607
Telephone # 813-753-5990
Contact Person: Kate Webb, Director of Concessions
Email: kwebb@tampaairport.com

Ref # 5. Customer/Client: Port of Portland
Date of Services: 12/12/2020 - 12/11/2025 plus 3 one-year options
Description of Services: CRDC Services at Portland International Airport (PDX)
Street Address: 7200 N.E. Airport Way
City, State, ZIP Code: Portland, OR 97218
Telephone # 541-515-8303
Contact Person: Kaitlin Hunter, Sr. Manager, Concessions & Customer Experience
Email: Kaitlin.Hunter@portofportland.com

Bradford Airport Logisitics, LTD

Company

Signature

Benjamin Richter

Print Name

CEO, BBMP, LLC

Title

TAB 3
PROPOSER'S KNOWLEDGE and EXPERIENCE

B2. AGREEMENTS TERMINATED

Bradford Airport Logistics has no clients in our company's history to which any CRDC services were terminated prior to the end of the agreement term.

TAB 4
PROPOSED MANAGEMENT AND OPERATIONAL PLAN

A. OPERATIONS PLAN

(1) DESCRIBE OPERATIONAL PLAN to ENSURE ACCURATE & TRACKABLE DELIVERIES

As described in Tab 3 - Proposer's Knowledge and Experience, Bradford has developed an unparalleled wealth of experience and track record in CRDC operations over the past 21 years. In fact, Bradford has been the primary catalyst and developer of CRDC growth and innovation within the U.S. and global aviation industry; moreover, in the field of developing systems and processes for accurate traceability of product and deliveries, we have ***set the industry benchmark standards*** for such and have a ***measurable track record to support this claim***.

Operational excellence is one of the primary reasons that Bradford has a 100% contract renewal rate, and why our customers are *"raving fans"*. Bradford's technology, operational processes, security protocols, and innovative problem-solving solutions are industry leading. In the last full year of uninterrupted pre-Covid service, Bradford achieved the following exceptionally high KPI's in 2021.

- ✓ Customer Surveys 2021 – Summary Satisfaction Scores: 4.86 out of 5.00
- ✓ Delivered as Promised (DaP) 2021 – 95% (summary of overall delivery timing)
- ✓ Defect-Free Deliveries – 99.95% (lost / damaged system wide)
- ✓ Our AMIS™ Technology Reliability – 99.99% (uptime to support operations)
- ✓ Zero Aircraft Accidents
- ✓ Number of lost, spoiled, or damaged items caused by BAL: averages less than 1 in 500,000 system wide for 2021.

The following sections will describe in detail the components of our proposed MCO Operational Plan and how it is being customized and fine-tuned to MCO's specific requirements for this CRDC operation and its airport stakeholder needs (including our travelling public).

(a) - BAL's Airport Material Intelligence System (AMIS™) - Ultimate Command & Control

At the arterial heart for managing and controlling *"all aspects"* of Bradford's CRDC operation is our enterprise technology and supplier/material management information system - Airport Material Intelligence System (AMIS™). It is now in version 9.5 and was developed in a collaborative effort working in partnership with our airport stakeholders and regulatory partners. In fact, they have been the major contributors in the development of AMIS™ code in order to help us solve their problems and meet their requirements. In this manner, the system capabilities most important to our customer are in fact those features that are most relied upon; we have created a "user-inspired" system to serve our customers design requirements.

AMIS™ integrates the entire airport logistics supply-chain, airport itself, tenant user community, and regulatory agencies. **All goods destined anywhere within the airport terminal complex are managed and tracked in real-time with complete transparency** from time of arrival at the CRDC to end-user sign-off. Our system brings real-time accountability checks and balances every step-

been in-house the longest. Any items for the same Storage Location Number (SLN) will also be picked for that load. After all similar SLN's are picked, the next closest SLN on that route is selected for picking (always ensuring that whole orders are never split).

Deliveries within our AMIS™ refined picking plan will consist of "delivery phases" which are based upon pre-determined stakeholder delivery profiles. Dock receiving hours for Early Morning Material Deliveries (EMMD) usually occur between 3:00AM and 4:30AM. EMMD is an exciting race against time that requires coordination of timely receipt of product and a well-defined plan for the simultaneous disbursement of product to every shop carrying newspapers, pastries, and sundry items that must be completed prior to store opening. Normal receiving hours for all other materials are 5:00AM to 2:00PM. During certain hours of the day the modes of operation for receiving and delivery are conducted simultaneously.

All vendor delivery schedules within our AMIS™ refined picking plan are developed and assigned based on tenants preferred material delivery windows. Multiple vendors for each tenant are coordinated and assigned "like" or "adjacent" delivery days and times. Material deliveries are then consolidated to zones (tied to node points) based on the AMIS™ delivery plan for the tenants to significantly reduce the number of delivery interruptions and time associated with these operational activities. We also have developed processes to ensure publications are replenished during low volume traffic periods.

These methods ensure not only that material is delivered in an equitable manner, but that multiple vendor material has been **completely consolidated for a particular tenant**. This minimizes the number of deliveries to any SLN (tenant storage location). The overall goal is to maximize efficiency by minimizing the frequency of deliveries while simultaneously limiting visibility to the travelling public. BAL also has developed processes that enables publications to be replenished during low volume traffic periods.

(j) – "Delivered as Promised" (DaP) (AMIS™ TECHNOLOGY)

As agreed with MCO and its stakeholders, we will deliver once to either the end-user's storage location, or to the store. Returns would also be picked-up from those points. Bradford coordinates closely with stakeholders to define desired ***"Delivered as Promised" (DaP)*** time windows (a retail-partner inspired process) that balances tenant needs, airport requirements, and passenger impact. All deliveries have both a pre-set Delivery Window (time that has been targeted for a delivery with the stakeholder) and a Promise Time for delivering goods once the dock notifies the stakeholder that delivery is imminent. As a piece of equipment, such as a truck or van, comes available for delivery, our Material Management Platform within AMIS™ will generate a "pick list" of items that can be loaded into the truck until full (based on the phase of delivery, the special needs of the customer, the zone (node point) and material that is in-house the longest).

This process ensures strong tenant coordination handoff, and maximizes concessions' staff for selling and customer service, while minimizes wasted labor waiting on deliveries. We will always obtain an end-user signature upon delivery and/or a scan of the badge (or in some cases a customer-initiated letter-on-file for a custom-process can exist).

From the BAL AMIS™ Extranet, our retail-partners can provide specific information for text-

notification advising when the shipment is leaving, where it's destined to, and the exact Promise Time for that delivery. This process ensures strong tenant coordination handoff, and maximizes concessions' staff for selling and customer service, while minimizes wasted labor waiting on deliveries. We will always obtain an end-user signature upon delivery and/or a scan of the badge (or in some case a customer-initiated letter-on-file for a custom-process can exist).

(k) - Delivery to Terminal - Limiting Visibility & Consolidation (AMIS™ TECHNOLOGY)

Outbound delivery requirements are developed by interviewing every customer and vendor and creating customer profiles with the AMIS™ system. This helps us **clearly understand each customer's individual demand, operating needs, and business requirements in a very personal way and as a way to reduce delivery frequency and visibility.** Information is gathered and stored in AMIS™. Usually we can reduce the number of redundant repetitive deliveries by about 70% because of AMIS™ visibility, tracking, and par ordering capabilities, consolidation, and also by pro-actively dealing with the parties to take corrective measures to prevent re-occurrences.

This uploaded information in conjunction with AMIS™ capabilities is used to establish route plans, help determine node points to be delivered to, and delineate delivery frequency/timing. AMIS™ will produce system-enforced supplier inbound schedules and outbound delivery load plans that enable us to meet each tenants' exact timing needs, maximize consolidation of suppliers' goods, reduce frequency of outbound deliveries, and minimize resource allocations.

Key control levers are:

- ***(i)*** **Control the timing of inbound & outbound material deliveries**
- ***(ii)*** **Consolidate appropriate materials to SLM's at specific promise-time windows**
- ***(iii)*** **Analyze "Customer Delivery Profiles" against current operating conditions**

In remaining flexible to customer needs, BAL has emphasized delivery visibility into our operation control systems and practices. There are rules within AMIS™ for low/medium/high visibility locations. Medium and high-visibility areas are restricted for delivery in defined windows to "minimize" passenger visibility; most low-visibility deliveries can be unrestricted for timing. AMIS™ can adjust instantaneously to optimize current delivery conditions.

Material visibility (***"making material highly-invisible to the travelling public but highly-visible in data to operations and law-enforcement"***) is a key component to creating a customer experience for the airport travelling public that is inviting to our retail partner offerings. Bradford will initiate discussions with key retail partners to continuous-improve our efforts in this regard. We aspire to create a tenant and CRDC committee to periodically present ideas to improve processes and offer solution opportunities to MCO and its stakeholders to further our efforts to limit material goods movement activities visible to the travelling public.

Trusted systems can enable an operation to become predominantly planned in advance. This process keeps the delivery process fluid and minimizes the need for numerous small deliveries and offers the tenant a coordinated delivery event. However, it is well recognized that there are also going to be regular daily redistributions taking place to meet daily non-reoccurring operational needs.

(l) - Alcohol Handling

Bradford already possesses a license from the Division of Alcoholic Beverages and Tobacco (DABT) to handle alcohol in Florida as a outcome from the deployment of our Tampa CRDC operation. BAL, in cooperation with MCO, will take the necessary steps to ensure that Bradford gain DAPT acceptance of our liquor handling processes for acting as a "throughput-agent for the tenants on behalf of the GOAA airport authority".

We have been very successful to schedule the overwhelming majority of liquor deliveries on a single day of each week. Once the multiple vendor deliveries of various types of liquors are received, and our threat based security measures are passed, the liquor is then staged for delivery by each tenant's SLN. In this way Bradford is able to make one consolidated and timely delivery of liquor to each receiving Concessionaire location once per week. The process has been well adopted and become a best practice.

(m) - Handling Special Requests (AMIS™ Technology)

BAL will develop the necessary relations and partnerships with the various MCO stakeholders, airport departments as well as airport constituents to effectively coordinate, communicate and secure appropriate approvals for products with special handling requirements. Since inception of services, BAL has always gone out of its way to facilitate the logistics for special requests. An example is: during the TSA's screening system upgrades, both the TSA and their manufacture representative stated BAL allows for some of the *"best and well-coordinated"* installations in the country.

Special requests usually require BAL to make considerable extra coordination efforts with numerous airport stakeholders including arranging the necessary security clearances. These types of operations usually involve coordinating out-of-the-ordinary factors that require a much greater knowledge about material characteristics, dimensions/weights, airport/facility restrictions, access points/lifting capabilities, special permitting, special handling equipment, abnormal escort by BAL, etc. It is quite common for BAL to have to coordinate pre-installation/handling meetings with new delivery agents, contractors/installers, manufacture representatives and outside regulatory agents in order to ensure that all vested parties have a clear understanding of expectations, necessary requirements, and extra equipment requirements.

Bradford has a track record of never saying "no" when asked for assistance. If the request can be managed in a safe, secure, and compliant manner – we will get it done. When issues demand special consideration, our mission is to be the resource to assist with the task at hand. BAL's daily operating philosophy is "We are the logistics solution for MCO".

Bradford has set-aside "Special Material Handing Days" with tenants and assorted ground delivery companies to ensure timely or "just-in-time" material handling in order to create a balanced total material handling plan. Whenever possible, non-recurring materials are scheduled for non-peak days and hours to create efficiencies. Bradford has also helped establish a preferred local courier services plan with authorization and approved drivers and known security requirements and expectations.

(n)- Special Product Handling & Cross-Docking (AMIS™ Technology)

Through our detailed orientations with suppliers/concessionaire's products requiring special handling will be captured in the customer profile within AMIS™ and then our system will alert us to the material type and its handling characteristics. Based on the Material Type Code and the Material Sensitivity Class, the AMIS™ system will indicate when and how material will be handled. This information is contained within the AMIS™ material barcode.

When notified of the immediate need for product (an "urgent-special-request"), it will be entered into and classified as such within AMIS™. This action red flags our receiving crew to immediately know when the inbound truck arrives. When the shipment arrives and after receiving & security clearing the product, delivery to the tenant will occur one of two ways depending upon the criticality: *(i)* adding the urgent-special-request material to the very next truck going-out to make deliveries (remember that BAL operates continuous deliveries throughout the day), *or (ii)* our supervisor/LS will put the material into our panel van and make an immediate delivery. Typically these are rare events and AMIS™ track these requests to ensure that the requests are acute and are not part of some larger systemic issue or adverse trend as urgent-special-requests can play havoc on a best laid daily operations plan. Our goal is to transform unplanned and sporadic back of house logistics (unplanned workflow) into planned and streamlined workflow. **Please remember that in our operation this type of delivery is reduced by about 70% from a typical airport logistics operation.**

Emergency services must be initiated by an authorized tenant representative. BAL maintains an emergency 24 call service and our management team will share their cell phone numbers with appropriate airport stakeholders. BAL's management team will come-in to handle the emergency or schedule staff for overtime, rearrange work assignments, or call-in staff for the emergency. This level of flexibility is mandatory to meet the real-world need for non-predictable demand cycles. When the shipment arrives and after receiving & security clearing the product, it is delivered. Of course, such situations are highly coordinated with MCO and tracked within AMIS™. Emergency service anomalies are reviewed by after-action reviews with the customer to reduce likelihood of reoccurrence.

(o) - Returns Handling (AMIS™ TECHNOLOGY)

Inbound materials destined to the airport terminal complex are commonly accompanied with totes, racks, containers, and/or recyclables that eventually are returned through reverse logistics back to the CRDC. It is vital to know what items associated with inbound goods must be eventually removed in a managed way to ensure a safe and efficient operation.

Bradford has pioneered the development of automated AMIS™ functions to **track every type of return item category in real-time** from receipt into the airport until such items are collected back for return to a vendor, recycled, or reused. AMIS™ tracks the exact quantity of every loose SKID, KEG, BEER CASE, BREAD RACK, TOTE, CO2 canister, etc. that has entered the CRDC from receipt through its actual return from the terminal. Also, the source owner of record, vendor, and specifics about timing of such returns are all cross-referenced within AMIS™.

As material is received on the inbound shipment, return items are counted, barcoded, and logged into the AMIS™ system. As these return items are logged into AMIS™ a record of each and every return item associated with an inbound shipment becomes cross-referenced into the AMIS™

management database for the purpose of managing its removal from the secure side of the airport and eventually returned back to the exact appropriate vendor (in certain circumstances providing monetary credit back to the airport tenant/owner), recycler, or reused for service. Our real-time tracking capability also includes transfers between airside terminals (from scheduled pick-up, time of pick-up, while on truck in transit, and during end-user drop-off with sign-off).

Our AMIS™ system enables capacity limits for the accumulation of returns by concourse, storage location, or by tenant such that automated alerts advising when items have exceeded the accumulated maximum set quantity or if items have been in the field too long against acceptable levels. These system capabilities allow for proactive steps to prevent unsafe and/or unsightly build-up of returns material within the terminals.

AMIS™ triggers are set to alert our operations team to proactively manage the capture of returns by:

- System initiated reminders to tenants provide situational awareness that a store, office or location may be holding an excessive quantity of returns that should be made-ready for our next scheduled returns pickup.

- If the tenant does not put the return items into its appropriate location for pick-up, then a follow-up call will come from our supervisors to the customers' management team. A record of the outcome will be made to ensure all parties have the ability to hold each other accountable for the managed return process. AMIS™ highlights anomalies and poorly performing processes/organizations so appropriate irreversible corrective actions are taken.

- Eventually, if excess material volumes for returns continue to exceed maximum system set levels, our delivery teams go out "on safari" to clean-sweep an area to reset any data anomalies that from time to time can occur.

Within the CRDC, there exists a return area specifically designed to be both secure when being loaded with returns from the field and non-secure when return from supplier are being re-acquired (picked-up). Suppliers are required to pick up returns when they make a delivery to prevent unsightly build-up at the CRDC. If and when defective, damaged, or end-of-life material (merchandise, equipment, and other "special event items"), rather than the usual type of return categories needs to be sent back, our system also has integrated processes that allow for real-time management of these types of reverse logistics goods.

Our system further enables a photograph of the item as it was picked-up to be stored within AMIS™. This import feature helps support our tenants in the event that the return item is lost by a 3rd party vendor or carrier in route to its return destination. AMIS™ integrates our tacking number with that of the outbound carrier to ease tracking for our customers .

(p) – Quality Control "Proactive Minute-by-Minute" (AMIS™ TECHNOLOGY)

Bradford is an ISO 9001:2015 standard certified company. Our quality policy and quality objectives are relevant to the company's organizational goals and the expectations and needs of our customers. These concepts have been communicated to all employees and integrated into

(r) – Duty Free Operations

Due to the requirements related to bonding and customs declarations associated with duty-free material, separate procedures have been negotiated and established with all involved parties. BAL does not handle this material delivery independently, but meets and inspects the load at the dock, performing all of our standard Threat Based Security Measures. After the material has cleared receiving, BAL provides direct escort of the vendor and their duty-free material to its intended duty-free shop destination. Bradford performs this activity up to five days per week.

At other airports BAL has also implemented significant special methods, controls, and safeguards to deal with duty-free products. Duty-free products arrive to the CRDC in sealed carts (serialized or cyber locked) under normal scheduling processes and advanced shipping notifications. In the presence of the duty-free agent, the sealed carts are opened, received, and security screened under the processes described in the security section. Then the material is immediately put back into the carts and resealed. If x-ray occurs, many times the sealed cart can go through the screening unit without having to look at each item or carton, depending upon packaging and specific contents. After duty free material is put back in the enclosed sealed delivery carts, it is either:

- Loaded onto the duty-free agents' truck, which is then escorted by BAL to its ultimate destination.
- Or, since the material is contained in serialized enclosed carts, then the carts are immediately loaded into a BAL truck for delivery to the end-user per our Virtual Secure Material Delivery Tunnel (VSMDT™) processes.

Furthermore, while the truck is at the dock being unloaded/loaded, as the material is going through the screening processes, and if material is on a BAL truck being delivered to the terminal... it is always being monitored by camera coverage and/or AMIS™. Failure to comply with compliance standards are monitored and reported within AMIS™.

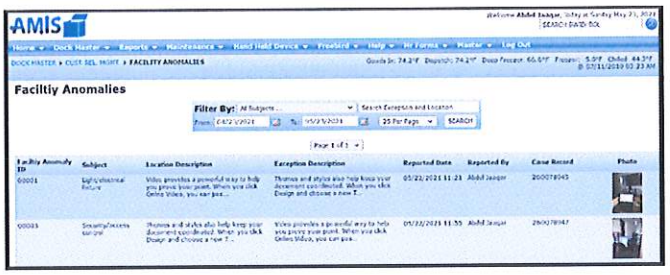
(s) - How to Prevent Terminal Damage

The absolute golden rule around facility damage is to "treat our facility as if it is your own home". The culture and people hired, inspired, and developed by Bradford *"learn about our Purpose, Vision, Mission, and Values and of their importance well before they are even hired"*. Our team *"owns our environment"* and is trained to be the *"first to report when a problem is noticed or when we make a mistake*. We need to be responsible for our actions. Bradford has developed this level of trust within our community, and we aspire to keep our airport beautiful.

We assume an active role in limiting damage to the shared facility and our primary dock areas of responsibility. AMIS™ affords the framework to inspect what we expect. The AMIS™ field safety/inspection module provides the ability to log anomalies within the facility with a time stamp. Therefore, leveraging our proximity and frequency of our individuals in these areas, AMIS™ provides a system approach to report on facility anomalies – helping the airport address issues faster and with better accountability. This allows for the immediate resolution of issues relating to facility damage and other matters such as safety compliance and the like. These system capabilities and openly reporting anomalies is a big part of our company culture and illustrates how we intend to partner with MCO in having pride in our airport home.

(s) - Types of Reports Available

Our team's culture is accustomed to being measured and being tasked with active development of improving standards for our operations. AMIS™ ability for high visibility to the entire operation makes this possible. With that said, here are the types of key reports typically reviewed by our airport contract stakeholder partners:



- Monthly CRDC Operations Overview Scorecard and Operations Narrative
- Delivery execution compliance
- Delivered as Promised (DaP)
- End-of-Day Report
- On time inbound vendor delivery compliance status
- Security & Safety Compliance
- Material Incidents (Lost / Damaged / HACCP)
- Special Requests
- There are also a number of security reports available

Plus, our programmers can customize any type of report required.

(2) DESCRIBE APPROACH to FOOD HANDLING and SAFETY

(a) - Food Handling Procedures & Prevention of Spoilage (AMIS™ TECHNOLOGY)

AMIS™ is a world-class system for managing foodstuffs and the required chill-chain for ensuring "Hazard Analysis and Critical Control Points" (HACCP) compliance. Bradford internal procedures ensure that put-away of food-stuffs are performed in a compliant fashion. Our system integrates into the CRDC facility design to maintain fully-compliant, temperature-monitored zones that enable time-and-temperature limits for all goods to be logged. AMIS™ monitors in real-time all aspects of ensuring HACCP compliance.

Bradford is the largest CRDC volume manager of foodstuffs in the U.S. as well as globally. Surprisingly, given the volume BAL manages, in our **21-year history no violation has been levied against Bradford for any breach of health code or regulatory requirement by any governing agency**. Furthermore, our facilities are continually highlighted by the same agencies for our best of class HACCP infrastructure and tracking capabilities. Through the AMIS™ extranet, the full chill-chain history of any item are available at any moment. These reports can be used by our customers to support their own internal/external HACCP audits to demonstrate strict compliance to chill-chain management of foodstuffs.

BAL has integrated its AMIS™ system to track in real-time "Hazard Analysis and Critical Control Points" (HACCP) regulatory food safety inspection points during the entire logistics process with **built in warning fail-safe notifications and failure process-stop measures.** HACCP is a systematic preventive approach to food safety from biological, chemical, and physical hazards in production and handling of food product to ensure safety. Our internal built-in safety timing compliance standards for handling food product are 3 times higher than HACCP standards.

An invisible AMIS™ compliance-clock starts when inbound foodstuffs (temperature-sensitive material) are initially removed from the supplier's vehicle. Food stuffs will be screened for proper temperature. AMIS™ will send-out pre-established warning notifications when our internal time-temperature limits are close to being exceeded. This provides our team the ability to ensure we do not violate our internal standards. However, the regulatory standards are well beyond our internal standards and in this manner, BAL proactively avoids exceeding contractual or regulatory failures.

AMIS™ system sends warning notifications of potential event relating to sensitive material by e-mail to supervisor's pagers/phones, the team's electronic-briefing-board, and to the AMIS™ critical-ticker-display on supervisor workstations. Thus, failures to comply with compliance standards for put-away or goods being left out in ambient temperature conditions too long are eliminated.

Our refrigerators and freezers have AMIS™ aware temperatures probes installed that are automatically logged digitally. AMIS™ sends warning notifications when temperatures begin to threaten our predefined internal threshold limits to temperature (well beyond any regulatory requirement). This provides assurances that material, while in our custody and control, are constantly being maintained at compliant temperatures. These temperatures are monitored by AMIS™ and the system sends out warning notifications by e-mail to supervisor's pagers/phones well before material ever fails compliance standards.

All warnings and failures of any type for food compliance handling irregularity including temperature are logged automatically by AMIS™. The detailed history of each item in real-time along with the user performing the function for compliance handling and temperature/exposure time is critically important to BAL and our customers. **There is complete command, control, and traceability**. Our retail partners (tenants) have access to the Material Temperature Log (MTL) for every sensitive item that passes through our care. By accessing the internet, customers can access the MTL report. Our data capabilities support both voluntary and involuntary audits of food safety.

(b) - Food Safety Plan & Training Program

In our 21-year history, no violation has ever been levied against Bradford for any breach of health code or regulatory requirement by any governing agency including the FDA associated with our operations, SOP's, processes, training procedures, and record keeping. In addition, in support of the government's Food Safety Modernization act we have proactively registered our organization with the FDA, although Bradford does not physically raise, grow, produce, package, prepare, or serve food. Tab 9C contains a copy of our "Food Defense Program".

(3) SELF PERFORMED WORK and IDENTIFY USE of SUBCONTRACTORS

Our culture, employee development, and approach to managing the business sets-us apart from other organizations. That is why we self-perform most of the onsite CRDC scope of work services. Please refer to Subsections A-C below to gain a better understanding of why self-performing all of the services at an operation are so critically important to our business model.

We utilize the dealer and/or their recommended maintenance contractors for maintaining equipment and facilities. A list of these contractors will be compiled after the equipment purchases and facility retrofit is completed.

Since inception 21 years ago, our IT group has worked with Internet System Solutions and Technologies (ISST) for obtaining specific areas of IT support. This includes the lease of equipment, warranty agreement/services, help desk (365 days/24 hrs./year), hardware integration, software licenses, audits, and an IT communication network for each location. We have an agreement in place which includes the service level standards and resource commitments in these areas for each new contract.

Also, since inception 21 years ago, we have utilized Insperity (formerly Administaff) for our HR administration and support. Insperity is the largest and highest-rated Professional Employer Organization in North America. Insperity provides Fortune 500 level benefits, HR Administration, Payroll Management, Risk Management, HR Compliance and Recruiting including background screening. We have an agreement in place which includes the service level standards and resource commitments in these areas for each new contract.

Bradford is also proud to partner with two certified MWBE's for this proposal; Creative Management Technology, Inc. and Gomez Construction Company, representing 8.9% of our total proposal cost. Additional information on their roles in this opportunity is presented in Section E (Transition Plan) of this Tab.

(a) - Operating Philosophy: Approach to Managing the Business

Most Importantly, almost all decisions of our Company when adopting operating policies and hiring staff centers around our Purpose, Vison, Mission and Core Values.

Our Purpose: "**Helping Airports Run Great**"

Our Vision: "Relentlessly innovate CRDC operations to be the benchmark leader for the global aviation industry in **cost efficiency**, **safety**, **security**, and **stainability**."

Our Core Values:

- Be intimately knowledgeable of what is important to our industry, and provide exceptional service that contributes to our customer's success.
- Follow-through on all commitments to our employees, co-workers, customers, and partners in a timely and efficient manner.

- Innovate, measure and improve to ensure **operational excellence**, **safety**, **security**, and **sustainability** faster than any other in the industry.

BAL's Purpose, Vision, Mission, and Core Values are at the forefront of every aspect of the business. Our focus on these fundamentals enables all of our efforts to move forward together on a solid foundation that builds harmony, success, and growth in cooperation with all airport stakeholders. The framework for the creation of operating policies begins with this end in mind. Our focus affords a strict adherence not only to the acute activity we are attempting to perfect and it also ensures that the procedure aligns completely with our company culture mantras and guiding principles.

Our purpose is simply stated…. We ***"Help Airports Run Great!"*** Every member of our team is intensely committed to the success of our local airport, our traveling passenger's experience, and elevating our aviation industry through ownership, stewardship, and pride in what we do in living our purpose through our actions. Every step we take is with this overriding influence of direction and intent. We like to say that we "***lift where we stand***" for each of us can elevate the lives of those around us no matter where we are and no matter what we are doing.

All staff is sought-out for, hired-by, and trained-to understand our core values and their deep heritage to Bradford's success with our customer partners. Employees learn to know and respect these core values, and to use them to make policies and the resulting decisions that impact daily activities as well as those decisions that direct the organization's future. This does not happen by accident or chance.

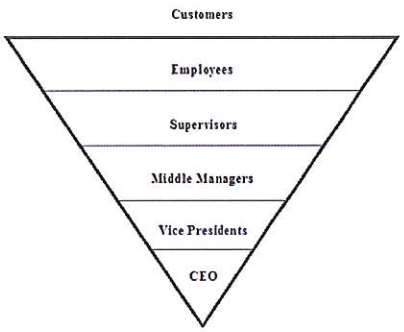
These core values drive our ***"Relentless Innovation", "Burning Passion for Excellence", and "Unwavering Commitment to show up amazingly for our airport partners"*** working in a collaborative effort. The end result of our focus activities has become the main catalyst for turning positively-engaged customers and stakeholders alike into fanatic fans of what and how we do what we do for airports.

Our Logistics Specialists (LS) are commonly referred to as our line-level leadership and are supported in a special way by our management leadership team. We have **adopted a servant-leadership approach *"to make our Employees successful, so they can show-up amazing for our Customers".*** Without our devoted employee team members, BAL could not have achieved its leadership role within the domestic and global aviation airport industry. The end result of our focus activities has become the main catalyst for turning positively-engaged customers and stakeholders alike into fanatic fans of what and how we do what we do for airports.

Our Logistics Specialist (LS) is commonly referred to as our line-level leaders and are supported in a special way by our management leadership team. We have **adopted a servant-leadership approach "to make our Employees successful, so they can show-up amazing for our customers"**. Without our devoted employee team members, BAL could not have achieved its leadership role within the domestic and global aviation airport industry.

(b) - Hiring Philosophy

Each and every employee hired and trained, irrespective of title or role in the company, is treated as a leader. Unlike most organizations that adhere to the leader-follower management philosophy, Bradford believes in the notion of leadership at all levels of the business. In fact, our line-level-leaders are the highest regarded employees in the company. Notwithstanding our CEO and Co-CEO sit at the bottom of our upside-down organization pyramid and everyone above them in title sits below our line-level leadership humbly serving our line-level team members in supporting them in their role as the field ambassadors to our customers. Our company culture in this regard has had a significant influence on attracting hyper-capable talent as well as foster commitment in our company purpose. The net result is a happier, more engaged team members and reduced turnover.



Most employees are excited about working for a growing company where their training and skills enable them to have the ability for career advancement. Our employees want to own their important responsibilities at work, be challenged within guidelines, and be recognized for their amazing contributions. Bradford drives these cultural behaviors in the business and the by-product of our commitment to people are amazing intangible recruiting benefits through being the market leader who is driven by innovation in an industry centered towards our unique solution and see the outstanding operational excellence being driven by a great company culture.

Our recruitment and interview process demands the attraction of the best possible candidates, and it is very extensive. Attracting employees is a crucial component for developing a stable, responsible, and capable team. Even though Bradford's hiring procedures are extremely well thought-out, the execution of an effective recruiting campaign requires specific experiences from professionals.

The BAL hiring team for a CRDC facility operation consists of the local Facility Manager (FM) supported by the supervisory team, our Co-CEO and various key executives who rotate serving on the Hiring Team. There are also always also two to four senior executive staff members from the corporate office (one being the CEO/Co-CEO/VP Business Development who serve on the Values Interview team for any and all management and supervisory hires. During the hiring process, we interview to ensure that there is a "Culture Fit" and "Core Values Fit".

REQUIRED QALIFICATIONS - CULTURE FIT

In addition to an employee candidate meeting key skill and experience criteria of a given job description, it is equally important that there is also a strong culture fit. Without a culture fit, a candidate will not be hired. We believe in a relentlessly Positive Attitude and a Servant's Heart. Each position is evaluated to find the specific 8 value characteristics (traits) from a list of 250+ for that specific job/role. We then evaluate the perceived risk of those key characteristics for that candidate. Each of the 8 traits sought are categorized as easy to train, moderately difficult to train, or very difficult/impossible to train.

The Value Interviews team then evaluates the risk of the candidate and submits their result to the

hiring team for their consideration. The ultimate hire decision rests with the hiring manager on the hiring team. However, accepting a candidate with a high-risk who faltered would result in that hiring manager having to make corrective impact for the employee rather that dismissing them as we made the decision to hire knowing all the risks. Our culture-based hiring process is a best practice within our aviation industry.

REQUIRED QALIFICATIONS - CORE VALUES FIT

In everything that we do at Bradford, it evolves around our Core Values. When making decisions, we always do the right thing while being "True Blue" to our Core Values. Our Core Values serve as our guidepost for all team members when making decisions that affect our business actions and relationships. Our employees must demonstrate through their actions, behaviors that promote our Core Values. These Core Values serve as a daily reminder of how we strive to treat colleagues, stakeholders, and each and every customer.

(c) – Employee Training and Development for Promotion and Service Excellence

A synopsis of our training program is included in Tab 9D. We are further able to retain employees through our Employee Development Programs initiated to promote, recognize, and foster Exceptional Employee Customer Service and Teamwork. In addition to BAL's extensive training programs and technology that enable our employees to perform their work as Conscious Leaders, the following programs also motivate and engage team members to understand and embrace: the Higher Purpose of our Business, focus on creating Value for our Customers, and help Harmonize the Interests of Stakeholders.

✓ Goody-2-Shoes: program from our employees to make a difference in our communities and charities (there are many community involvement volunteer initiatives).

✓ Service Excellence Coins: Provided to key stakeholders and airport management each year to in-turn provide to an individual employee for above and beyond contribution to our customers.

✓ Lunch with the CEO: opportunity for the best performing team member at each facility to have a one-on-one lunch and communication interchange with the CEO during his periodic facility visits.

✓ Silver Swoosh Award: our top annual recognition award associated with the team member who goes the extra-mile to create fanatical raving fans.

✓ Shepard Award & International Exchange Opportunity: allows a recognized line-level-leader the opportunity to visit an international facility in an exchange with another Shepard award winner.

✓ Superstar Deployment Bench: a program that allows employees to prequalify for potential new deployment opportunities and develop preferential promotion paths for taking on new assignments.

✓ SWAT Team: recognized top subject matter team member experts in various activities of the business that can be called upon to either support remotely or directly 1-2-1 with another employee(s) who is (are) having difficulties within the subject matter focus.

- ✓ Thank You Thursdays: provides recognition to fellow team members for elevating a colleague and is instrumental in attaining an attitude of gratitude among our team members.
- ✓ Bradford Olympics: an annual event to start in 2016 that has 2 representatives from each facility participating in a decathlon of material logistics where one facility each year become the Olympic GOLD Facility of the year.
- ✓ Courage for Safety: given to employee(s) that proactively drive a safe workplace environment.
- ✓ LS Ambassador Program: trains and certifies our unique customer interaction methods and practices.

Bradford celebrates our team members as heroes for our customers! Our commitment to our People is vital to our continued success. **Our jobs have become increasingly more enjoyable for our teammates, professional in execution to our customers, and noticed by our stakeholder interactions.** It is by focusing on our purpose, mission, and core values and leveraging these to attract the best who, in turn, volunteer to elevate our culture as a valued member of a caring and dedicated team of experts "Helping Airports Run Great"!

TAB 4
PROPOSED MANAGEMENT AND OPERATIONAL PLAN

B. KEY PERSONNEL

Bradford firmly believes in attention to details, high accountability, and bringing visibility to every aspect of the operation. Achieving compliance starts with wanting to be held-accountable, adopting a culture of being measured, and adhering to a firm regime of allowing real, hard, data-driven decision making (which is our mantra for doing business). Our real-time high-visibility enterprise AMIS™ technology, helps to ensure that operations run in a reliable and compliant fashion.

Although our CEO & Founder, Co-CEO, COO, and VP, Quality Assurance have strategic roles and very specific oversight assignments in the organization; each of them reviews summary operational data weekly from all operations as they live in the world of anomaly analysis – reviewing what is going very right and also not very right. Irrespective if the data indicators are operational, regulatory, staff, or contractually related – there are no elements of the operation that do not have system oversight to our senior management team. Maintaining a pulse on the operation through examination of these notices are pre-indicators of potential trending issues well prior to becoming an impeding obstacle to meeting our goal for daily operational excellence.

For this opportunity, Bradford performed an extensive search within our organization for the right leaders who will thrive as the Logistics On-Site Manager, identified as "Facility Manager" in our submittal and Assistant Logistics On-Site Manager, identified as "Senior Operations Supervisor" in our submittal. We are proud to announce that Martin Uhazy, Facility Manager at our Detroit Metropolitan Wayne County Airport (DTW) has committed to serve as Bradford's Facility Manager at the MCO CRDC. In addition, Timothy Justice, currently our Operations Supervisor at Cleveland Hopkins International Airport (CLE) CRDC has committed to serve as Bradford's Senior Operations Supervisor at the MCO CRDC. Their resumes are provided within this Tab. Both are also listed as leading the MCO Operations Team in the following "BAL Executive & MCO Operations Team Organization Chart".

The organization chart also illustrates the individuals that will support the MCO CRDC Operations Team. Bradford's Executive Team, Quality Assurance Team, Information Technology Group and "Insperity", our contracted North America Operations Human Resources Support Team will be immediate resources to the MCO CRDC operation. Also, Joe Debaun, Bradford's Chief Operations Officer (COO), lives in the Tampa Bay area and if needed, can be onsite at MCO at a moment's notice.

The following are resume summaries of Bradford's Executive Team:

Benjamin Richter, *CEO & Founder:* Benjamin actively participates in all Bradford operations. Benjamin's leadership has fostered the development of a world-class leadership team, strategic business infrastructure, and has cultivated the values, vision, and mission of Bradford. Benjamin possesses advanced systems, re-engineering, and technology expertise including leading-edge computer systems development/deployment. He has a Master of Science - Industrial Engineering

from University of Houston, Bachelor of Science - Mechanical Engineering, Bachelor of Arts - Business Administration from Bucknell University and has completed a curriculum in Intellectual Property in conjunction with his Master's degree at University of Houston Law School.

David Fitzgerald, *CO-CEO*: David is responsible for all operations, HR functions and training including establishing a consistent corporate culture across the organization. He has further spent eight years in the FedEx Leadership Institute, where he developed the famed FedEx Learning Institute that facilitated leadership programs in more than 25 countries around the world. Prior to joining the Leadership Institute, Fitzgerald spent 11 years in operations management at FedEx. He is a two-time recipient of FedEx's highest award, the 5-Star. David earned his BA in political philosophy from Bowdoin College in 1989, and his Masters in International Business Administration in 2001, from Suffolk University in Boston, MA.

Joe Debaun, *COO:* Joe is a seasoned and highly-respected leader with in-depth knowledge/leadership of concession operations, terminal dock operations, and back-of-the-house logistics at airports. With Bradford's growth, Joe assumed full-time COO responsibilities in 2014 to ensure Bradford's operational excellence. Prior to joining Bradford, Joe held numerous positions with HMS Host including running airport multi-unit concessions operations. Joe attended the University of South Florida and has received specialized training in a variety of food management areas.

Cory Rickel, *CFO:* Prior to joining Bradford as the CFO, Cory worked for several Private Equity backed companies serving in senior financial management positions. He has over 25 year of experience in financial management with the last 15 years focused on Private Equity owned companies. These companies include Intergulf Corporation, Circon, DHI Services, International Logging Inc, and Tesco Corporation. Cory is an active CPA receiving his BBA in Accounting from Texas A&M University and MBA from UH-Victoria.

Richard Frievalt, *Vice President, Quality Assurance:* Ric will prepare all operating, security and safety processes associated with the operation as well as perform two onsite audits per year. On a weekly basis he conducts camera reviews associated with each operation. Richard is a multi-disciplined 25-year veteran who has held top-level management positions. Before joining Bradford 9 years ago in the critical role of overseeing process, quality assurance, and innovation; Richard was held positions as: General Manager for a nationwide airport concessions firm, Director of Quality Assurance within a manufacturing environment, and Regional HR Manager for a multi-state manufacturing firm. Richard also led the national implementation team in his role as GM in the airport concessions industry. He holds Bachelor of Arts, Economic & Management at Albion College.

Bruce Class, *VP, Business Development* (responsible for contractual matters): Bruce has an impressive 40-year marketing and sales background within the Aviation Industry. For more than a decade Bruce has led Bradford's marketing strategies and growth initiatives making the organization and its concept known globally and carving-out a market-niche that Bradford dominates. His current and past successes effectively demonstrate a mastery of leading cradle-to-grave marketing and sales initiatives – both within large business units of Fortune 500 companies as well as entrepreneurial organizations. His experience further involves rolling-out advanced technology and developing business for a variety of airport-related services. Bruce

started within aviation in Procurement and Properties - eventually being promoted to form from inception and manage a global airline's Contracts Department. Bruce holds a BA from the University of Miami with a major in Accounting and a minor business management and business law while completing numerous graduate-level courses.

Nyle Marmion, *Director, Business Development:* Nyle joined Bradford in 2019 as Director of Business Development after 30 years of airport management experience at San Diego International (26 years), Sarasota - Bradenton International (2 years), and Phoenix Sky Harbor International Airports (2 years).

Nyle's achievements at San Diego International (SAN) included; leading the development of the SAN's First Public/Private/Partnership (P3) via an Installment Purchase Agreement for SAN's CRDC, leading the activation and overnight transition of SAN's Rental Car Center (2016), Parking Plaza (2018) and International Arrivals Facility (2018), and leading the selection/development of SAN's first multi-concessionaire Food & Beverage/Retail Program (80+ stores) - the largest tenant improvement project in SAN's history. Nyle holds a Bachelor of Science Degree in Aviation Management from Arizona State University, is an accredited member of the American Association of Airport Executives (AAAE) and served a four-year term as the AAAE Southwest Chapter Representative on the AAAE Board of Examiners.

Simon Galt, *Director of Deployments:* For four years, Simon has lead our deployments, facility refurbishments/builds, and equipment purchases. Prior to that position, Simon was a Customer Terminal Integration Manager for Bradford at London Heathrow, Simon manages all customer relationships and oversees CRDC logistics services in Terminals 1/4/5 serving 54 million passengers annually. He was also part of the Senior Leadership Team for the HCC, the largest and most complex CRDC operation in the world. Simon has been instrumental in driving key process development and continuous improvement initiatives at the HCC. Simon further possesses a proven track record of managing large and varied teams in both UK's largest clothing retailer. He has proven experience of retail operations from shop floor sales/services, purchasing, and logistics/supply chain. Simon attended Edwards in Oxford, England.

Abdel Jaaqar, *Director of Software Development*: For three years Abdel has led our software development, maintenance, enhancement, and modules development of our proprietary software platform system (AMIS™) . Prior to that position Abdel was an IT Manager for Bradford at London Heathrow, for 5 years, Abdel manages all Aspects of software development for existing and new web applications. Abdel further possesses a proven over 10 years hands on software development management experience and possesses over 20 years software development experience. Abdel possesses a degree in architecture and fluent in French and Arabic.

Maylene Leu-Bent, *Corporate Brand Manager & Senior Executive Assistant to the Chairman*: Maylene joined Bradford in 2020 and leads our work in employee engagement, corporate culture and diversity and inclusion, in addition to her support to the executive functions of the Chairman. Maylene brings to the team, 20 years of senior consulting experience in multi-national project development and management with the United Nations, United States Agency for International Development (USAID) and other leading international organizations. Maylene holds a Bachelor of Arts degree in Modern Languages and Political Science from the University of the West Indies, and a Master of Science (Hons) degree in International Business from the University of London.

Donantonio Williams, *Director of System Services*: Donantonio has over 20 years of experience in Systems Engineering / Architecture and Network Administration, with hands on projects around the globe in North and South America, and Europe. He studied at the Prairie View A&M in the Information Systems Technology Department and earned his Bachelor's degree Computer Engineering Technology. His expertise ensures that our Bradford infrastructure performs with the high level of service that our critical logistics systems require.

Greg Wood, *Director of Support Services*: Greg has over 20 years of experience in operational support to IT Infrastructures. Previously an IT Services Delivery Manager for a Managed Service Provider that served multiple clients around the United States. Greg has also managed IT support at the Department of Defense, Medical, Oil and Gas industries. His expertise ensures that Bradford employees and clients receive the highest level of support for their IT needs.

Martin E. Uyhazy
meuyhazy5@gmail.com

1301 Orleans St Apt 1813
Detroit, MI 48207
(313) 399-9752

PROFESSIONAL STATEMENT

Seasoned Bradford manager adept at managing multiple stakeholders while maintaining or improving organizational Key Performance Indicators. Successfully managed company's response to COVID and its impact on the airport, concessionaires, and concession vendors.

CORE QUALIFICATIONS

- Expert knowledge of airport operations/logistics
- 10 years' experience in airline industry
- Proven ability to manage and lead others through 20 years of leadership positions
- Possess a high level of interpersonal skill and the ability to communicate with people from diverse backgrounds
- Exceptional problem-solving skills and adaptability
- Strong understanding of domestic truckload/logistics industry, familiarity with international shipping via airfreight

PROFESSIONAL EXPERIENCE

Bradford Airport Logistics, Detroit, MI
8/18 - Present
DTW Facility Manager

- Operational responsibility for the BAL facility servicing a Mega Airport
- Manage a team of 21 Logistics Specialist and 4 Operational Supervisors
- Successful execution of scale down operations as well as scaling operation back up post COVID
- Excellent communication with airport business partners
- Continuous improvement through business partner relationships
- Financial cost control
- Coach and issue progressive discipline to employees as necessary

Waste Management, Seattle, WA
11/14 – 2/18
Industrial Route Manager

- Manage a team of 42 drivers
- Decreased overall idle time from average of 10% to below 7%
- Coach and issue progressive discipline to drivers as necessary
- Facilitate daily startup safety meetings
- Enforced DOT compliance
- Met with large scale customers to assess needs, problem solve and increase revenue for WM
- Coached dispatch on efficient routing and maximizing driver hours
- Review and perform daily coaching of DriveCam events

McLane Company, Lakewood, WA
08/08 – 11/14
Transportation Manager

- P&L review, responsibility, and maintain department budget
- Manage 102 drivers and 5 office staff
- Drove department to maintain 98% on-time performance to customers
- Direct third party maintenance provider
- Ensure that drivers follow DOT standards and regulations
- Organize and facilitate monthly driver meetings and annual safety banquet
- Train new drivers in technology/delivery procedures
- Conduct employee performance reviews and issue accountability as necessary

Dedicated Transport, Harrodsburg, KY
10/03 – 8/08
Logistics Supervisor

- Maintained a 99% on-time delivery performance
- Secured backhauls with an average of $20,000 in weekly revenue
- Prepared weekly invoices to be sent to customer for transportation services
- Completed weekly driver payroll
- Provided on-site outbound truckload management
- Supervised and dispatch drivers
- Conducted quarterly safety meetings with drivers
- Ensured cost effectiveness of transportation

EDUCATION AND AFFILIATIONS

Strayer University, Lexington, KY, 2009
B.B.A., Marketing/International Business, Summa Cum Laude

Member, Alpha Sigma Lambda Honor Society
Member, The National Society of Collegiate Scholars

Timothy Justice II

Operation Supervisor
tjustice@airportlogistics.org
216-973-6587

Operation Supervisor
Bradford Airport Logistics - Cleveland, Ohio
November 2020 to Present

Role requires a wide range of skills including managing vendor compliance, stakeholder interactions, customer problem resolutions, primary new hire trainer, team development, coaching, and managing the day-to-day operations. While in this role successfully showcased team building skills instilling Core Values in our newly formed team, the ability to identify unconventional, highly effective strategies for achieving success with an acumen for maximizing performance and inspiring colleagues by balancing Core Values, building productive relationships, achieving tactical and strategic goals to maintain a competitive business edge.

Achieved Operational Excellence in the following KPI's:

- Delivered As Promised
- Vendor Barcode Compliance
- Vendor On Time Compliance
- Notification Response Time Management
- Team Efficiency
- Maintaining Accident-Free Work Environment

Logistics Specialist
Bradford Airport Logistics – Cleveland, Ohio
March 2019 to November 2020

Responsibilities include but not limited to arriving and checking in vendors, ensuring all goods received cleared airport security measures, correctly identifying and labeling goods, picking, loading multiple vehicles for delivery, safely and securely operating 26' straight trucks as well as other vehicles to and within the airport operational area to distribute goods with specific delivered as promised windows while consistently maintaining core values and policies. Professionally interact with airport stakeholders while working together with team members. Recipient of 2019 Shepherd Award.

Multiple Unit Maintenance Worker
Circle K – Wesley Chapel, Florida
May 2015 to February 2019

Maintained the inside and outside appearance of 13 Circle K locations while scheduling, training, and leading three employees. Ensured all equipment was operational, all buildings painted, and maintained in a timely and professional manner.

Deli Owner Operator
Stella J's Lunch Box – Zephyrhills, Florida
September 2014 to June 2016
Owner Operator of sandwich deli. Kept a welcoming environment for customers while serving homemade menu items. Maintained a happy staff, completing accurate orders, and managing all budgets.

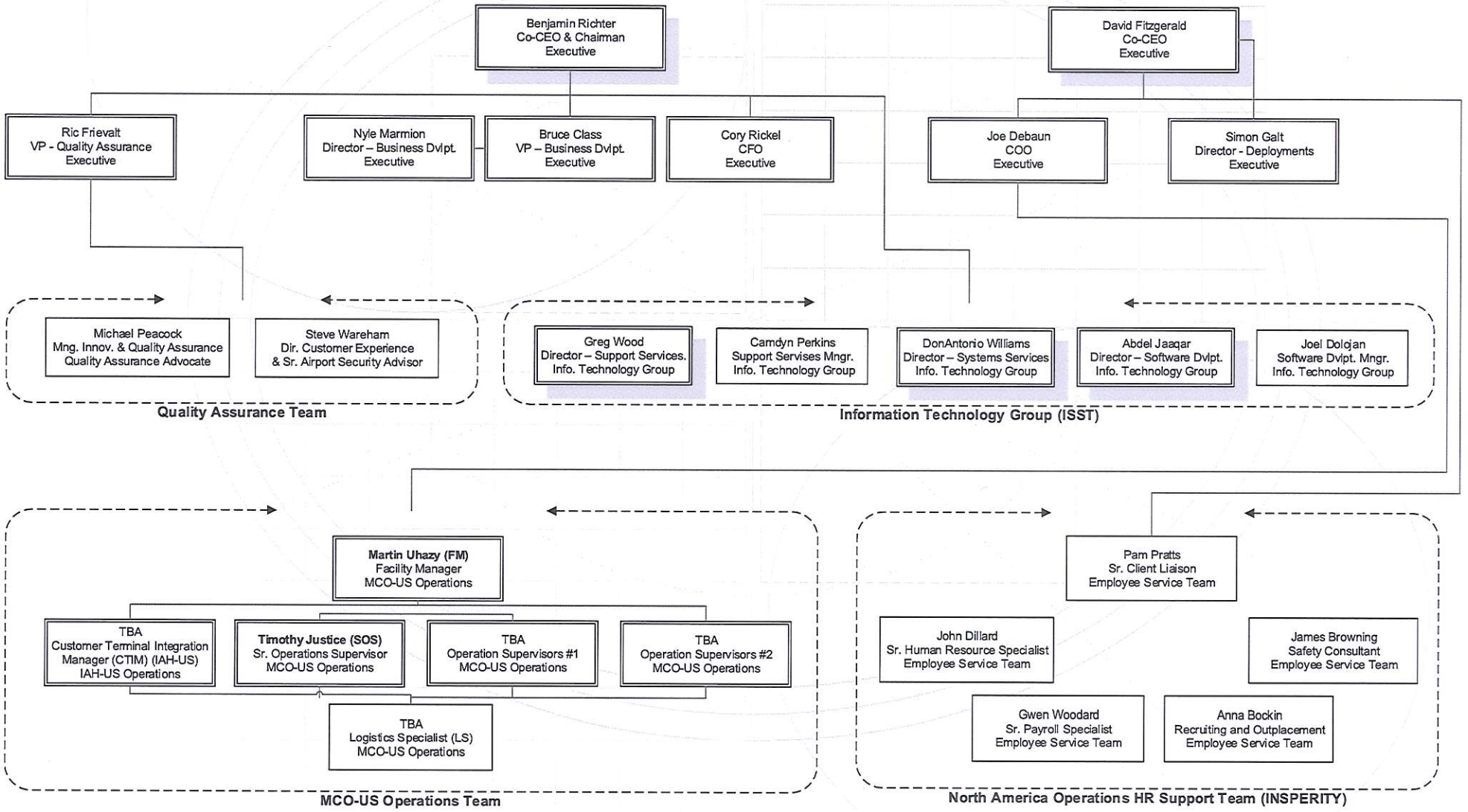
Restaurant Owner Operator
Stella J's Country Foods - Zephyrhills, Florida
April 2012 to August 2014
Owner Operator of a full kitchen, bar, dining area, and staff while ensuring a welcoming environment. Maintained all local and state policies and health codes.

Education
High School Graduate
Barber College Graduate

Certifications and Licenses
Manager ServSafe
Florida Cosmetology License

BRADFORD
WHEN TIMING IS EVERYTHING
AIRPORT LOGISTICS

BAL Executive & Operations Team Organization Chart



Redaction Date: 5/19/2022 4:00:20 PM

Redaction Log

Total Number of Redactions in Document: 9

Redaction Reasons by Page

Page	Reason	Description	Occurrences
2			1
3			1
4			1
5			1
6			1
7			1
13			1
14			1
15			1

Redaction Log

Redaction Reasons by Exemption

Reason	Description	Pages (Count)
		2(1) 3(1) 4(1) 5(1) 6(1) 7(1) 13(1) 14(1) 15(1)

TAB 4
PROPOSED MANAGEMENT AND OPERATIONAL PLAN

D. CUSTOMER SERVICE PLAN

(1) PROACTIVE & REAL-TIME MANAGEMENT-TRANSPARANCY

We strongly believe that service issues should be immediately brought to the customer's attention. Transparency is part of building trust and garnering great relationship with customers - **disclosing the "brutal hard facts of the business" will make us perform better**. Bradford ensures proactive communication with customers, not waiting for the customer bringing the issue to our attention.

(a) - Mission Control & Central Anomaly Center

In being true blue to our core value of ***relentless innovation***, we are launching Mission Control – a central Anomaly Control Center (ACC), which was incubated as a concept in 2018/2019. It is a great example of our organization's creativity and ability to craft advanced infrastructure as part of our business operations oversight and process improvement activities. ACC is also central to the current AMIS™ Partner Resolution Management module as well as the AMIS™ Bradford Knowledge Base.

All commitments made to our customers, both large and small, are currently captured in AMIS™ along with the promise of when they are to be delivered. The local team do a terrific job at following up on commitments; however, the ACC affords central oversight of those commitments and acts as an *"accountability check and balance"* and an ally to our operations team to ensure that they are taking the necessary steps to make good on those promises. The Anomaly Control Center is Bradford's Mission Control for oversight of all "Promises Made to our Stakeholders" and it is predictive management of any "Anomalies Threatening Operational Excellence" of our best planning to deliver on our promises.

There will be two ACC centers which are operational 24 hours per day. A Customer Relations Manager (CRM) will be appointed who will manage both sites. Our Partner Resolution Team at the ACC will be able to internally identify first that a process is failing or has failed. Our mission at the ACC is to **"Predictively Resolve Anomalies Prior to any Customer Impact"**.

The ACC AMIS™ mobile platform will further enhance the communication process with our stakeholders by making outbound contacts to our customers - either notifying them of the promise fulfilled or giving them predictive updates on active anomaly cases that are being tracked and managed. This allows us to offer a service which no other business can replicate as we relentlessly innovate to continue to remain the global industry leader.

Bradford's culture firmly believes in attention to details, high accountability, and bringing visibility to every aspect of the operation. In partnership with our vast community of airport stakeholders over the past 20 years, our team has developed the *"people, processes, and systems infrastructure"* that affords a superior Customer Service and Complaint Management plan for operational excellence.

(b) - Operational Briefing Boards & Extranet Including Mobile App

Operational Briefing Boards are utilized at the CRDC (in view of all) including our customers. Plus, with a click of a button all stakeholders can access a secure web page for real-time visibility to operations and we are introducing our new Mobile App for another higher level of immediate communication and transparency to operations. This is described in more detail in Tab 4 - Section A, Subsection (a) - BAL's Airport Material Intelligence System (AMIS™) for Ultimate Command & Control. BAL can send automated notifications to cell phones to bring complete transparency to the operation.

(c) - End of Day Report

AMIS™ maintains **High Visibility** and that enables **Immediate Issue Resolution**. This includes a comprehensive End of Day Report through AMIS™ (a copy is included with AMIS™ Screen Shots (Tab 9A). If there is an issue, we expect our management team to address the situation before the customer comes to us. There are also Daily Briefings and Daily Debriefings with staff.

(2) HOW ARE COMPLAINTS HANDLED

(a) - Personal Customer Service Programs and Complaint Management

Our real-time AMIS™ system and the quality controls built into the system affords us the ability to support our customers in a very personalized manner, as a trusted business-partner interested in their success. AMIS™ will measure and validate on a minute-by-minute basis all operational aspects, individual performance, and will send-out conditional notifications alerts to our team well before a failure can occur for exceptional service. The system will also alert our management team when to proactively call the customer.

Our systems, processes, and people afford us the unique ability to deploy a business-partner service program that efficiently and quickly resolves customer challenges (i.e. complaints). Our business-partners will see how Bradford's processes:

1. Captures an issue until closure
2. Identifies the root-cause-failure
3. Establishes a solution process for resolution that looks at the existing process at hand
4. Deploys a solution process whose outcome is an irreversible-corrective-action plan that will solve that challenge but also diminishes the likelihood of the issue ever reoccurring
5. The last step is closed-loop-follow-up to ensure that the customer is completely satisfied with the outcome.

Our business-partners have come to know that their challenges which are shared with BAL translate each interaction into an experience that both parties leverage to improve operations together. This is how we have developed our reputation in the industry.

The Business-Partner Resolution Process leverages our systems as well in a number of ways to maintain very personalized and open communication practices with our stakeholders to ensure operational excellence and innovation. Each of the following tools and programs are being utilized with our stakeholders.

(b) - Case Records (Electronically Logged with Automatic Follow-up Until Closure)
(Root Cause Failure - RCF and Irreversible Corrective Action – ICA Analysis)
Case records are always created for service and/or request interactions with customers, vendors, and the like. Case records are logged in AMIS™ on matters requiring our attention to follow-up or investigate for any of our customers or stakeholders in a personal way. The record will stay open until the request has been closed to the complete satisfaction of our Business-Partner. Of course, the timing and performance of the management of these cases are closely monitored and have performance standards associated with them.

If the case-log involves a critically acute and/or potentially reoccurring systemic service failure, then a Root-Cause-Failure (RCF) must be performed. Our team will then analyze to discover the source of the problem so that an Irreversible-Corrective-Action (ICA) can be taken. The corrective action is embedded into the logic of the AMIS™ system so further stringent compliance standards are then followed, and so on.

The data collected by AMIS™ can be shared with our tenant customers, contractual customers, vendor partners, and our internal team (as events occur). If there is an area for improvement, even if the data is unfavorable, we share it in real time with the notion that all anomaly issues are resolved down to their root-cause-failure (RCF). Only after discovery of the source of the problem, can a real customer personal solution be put into place. RCF and ICA case records are monitored and audited by the Facility Manager, COO, and VP Quality.

(3) CUSTOMER MANAGEMENT PROGRAM

(a) - Key Performance Indicators (KPI's)
Our team's culture is accustomed to being measured and being tasked with active development of improving standards for our operations – not just meeting current KPI's. We firmly believe that "you can only improve what you can measure". Therefore, we establish Key Performance Indicators (KPI's) with our customers which are a measurable and quantifiable data points that demonstrates how effectively BAL is achieving the performance goals of the contract and are the critical (key) indicators of progress toward an intended result. key business objectives

As a result, BAL's Airport Material Intelligence System (AMIS™) was designed with the ability to capture, measure and report on the exact performance of every aspect of our operation and business. Thus, it enables for viable "Benchmarking" and "Continuous Improvement Initiatives" to be implemented. The numbers of quality, service, operational excellence, complaint minimization, scheduling and financial enhancements that can be made are endless with AMIS™.

(b) - Regular Huddle Meetings with the Customer

A call, meeting, or web-chat will occur with our customers on a regular basis to provide a recap of services and a download of granular operations execution activities. This is an opportunity to report on all anomalies and provides a heads-up on issues being resolved within the operation. We will provide an overview of the brutal-facts of what's going on – called the **GB&U (Good, Bad & the Ugly)**. This meeting also allows the customer to share special requests.

It is customary to expect that if a critical issue was reviewed, it would have been reported in real-time as it occurred. It should also be assumed that any issues we present have already been completely thought through in terms of opportunities for solution. The huddle is an opportunity to remove a great deal of chatter by giving the customer management team situational awareness of what is happening in the operation without the need for countless contacts on independent issues.

(c) - Customer Surveys to Evaluate Services Levels with Customers

In addition to numerous impromptu surveys by our operations management team; at least annually we will conduct Customer Surveys through intimate personal Customer one-to-one surveys. We will develop Lost-Sheep/Angel (LSA – *see section "f" below*) and Net-Promoter-Scores (NPS) rankings based on their feedback. Also, we utilize several independent consultants, former airport concessions management, who perform this work with independent meetings with our customers. Most importantly, they will share the brutal hard facts with us (whether fact-based or even perception related), because you cannot fix an issue unless it is revealed. All visits and surveys require a formal written report and a joint conference call held with our entire Senior Management Team to discuss. The local Facility Manager and our Quality Assurance team are responsible for immediately resolving open items / negative comments that are recorded.

(d) - Senior Management Awareness, Accountability, & Intervention

Bradford's Executive Management team will review summary operational data weekly for SMF operations. They live in the world of anomaly analysis – analyzing what is going very right and also not very right. Irrespective if the data indicators are operational, regulatory, staff, or contractually related – there are no elements of the operation that does not have system oversight to our regional management team. Situational awareness and transparency of performance is made simple and easy to acquire though our systems. Maintaining a pulse on the operation through examination of these notices are pre-indicators of potential trending issues well prior to becoming an impeding obstacle to meeting our goal for daily operational excellence.

(e) - Internal Monthly Manager Meetings (MMR)

There is yet another planning and operational review meeting held monthly called the MMR (Monthly Managers Review), which may result in a senior level personal customer interface. This 3-day meeting is attended by all Facility Managers via a net meeting (at a different location each month and by also participated by other facilities by net-meetings). Its purpose is to provide a compressive review of performance by all operations monthly and share best-practices, and to ensure that customer commitments are being met.

All of the intelligence gained from daily Huddles, De-Briefings, End-of-Day reviews, and

Weekly-Tactical meetings are all rolled-up for cross-sharing and high-level planning to take place. Every aspect of our operation is reviewed in concise detail during the MMR, and our locations are also able to share their input to collaborate in a personal fashion on root-cause-failures (RCF) and opportunities to take irreversible-corrective-action (ICA) to initiate sustainable improvements.

The last day of the MMR is focused on Strategic Initiatives, which objectives are defined into Quarterly Rocks that are broken out into monthly milestones. Every quarter new Rocks are defined that read on the annual strategic goals. This strategic cycle is essential for fulfilling our Core Value commitment to improve faster than any other organization in our industry. The promise to our customer of continuing to do more with less requires a steadfast dedication to these practices that afford real innovation and efficiency development to take place.

(f) - Lost Sheep / Angels Initiative

The scale of benefit for the Lost Sheep/Angels initiative has transformed our customers into our strongest advocates by converting Lost Sheep (customers who are not yet raving-fanatic-fans). Our goal is to take the time to understand their needs deeply, capture/communicate the temperament of the customer to the service team and translate the understanding to "value" for the customers.

Invisibly to our customers, our team is required to rate our interactions and performance based on a number of key operational criteria at every touch point we make with a customer or stakeholder. Furthermore, at least twice per year (based on an in-depth survey they complete), we gather conventional feedback as well. The results of these scores are utilized in real-time to convey to our team the temperament of certain "less-than-completely-satisfied (LOST SHEEP)" customers and stakeholders that require special attention, or to have awareness in interacting with our "raving fanatic fans (ANGELS)".

Armed with the information to succeed in giving extra-attention to those who have not yet been converted to a raving fan, our team is committed to win them over - to convert all stakeholders to raving fans so they are willing to be a strong advocate and recommender of our customer-centric team. We pride ourselves on identifying the customer that, at times, can be difficult to win-over. We use our keen understanding of seeking to understand the rationale for the current mindset and then create outcomes that alter the misconceptions through actions (not talk).

(g) - Annual Review Meeting with Airport & Aviation Authority

On an annual basis, an Annual Review Meeting will be conducted with the Aviation Authority. Our local management team will provide a year in review of the CRDC highlighting all of the strategic as well as operational objectives/results, lessons learned, and key findings.

At the end of each presentation, an overview of the proposed vision for the upcoming year will be presented for consideration to the Aviation Authority (approval to take place at a later date). The annual review meeting provides continuity of purpose, mission, and measurable goals for the year to come. The entire planning, development, and execution of the meeting is at Bradford's effort and provides a comprehensive opportunity to reset and align all individuals involved in the success of the operation.

TAB 4
PROPOSED MANAGEMENT AND OPERATIONAL PLAN

E. TRANSITION PLAN

This section contains the MCO CRDC go-live timeline and proposed layouts for STC only CRDC operations (Phase 1) and NTC+STC full-airport operations (Phase 2). Based on past deployments and discussions with our architects and engineers, the enclosed timeline models a "go-live" date of July 1st, 2022 for the STC and December 1st, 2022 for the full-airport. Please note that the timeline assumes the cooperation of GOAA in expediting permitting/inspection approvals to minimize unanticipated delays in construction. Assuming the permitting process could be expedited, Bradford's deployment team believes this timeline could be accelerated if necessary.

Once the Notice-to-Proceed is received from GOAA, we will immediately mobilize our deployment team. We, with the assistance of our DBE partner, Creative Management Technology, Inc., will finalize procurement for the 10 highly-customized Peterbilt trucks which are the longest lead items in the transition plan. Bradford, in 2020, was the third largest buyer of Peterbilt Model 220 trucks in the US; we intend to leverage our preferential build dates (unavailable to other operators) for shorter lead times for MCO.

Bradford has already completed our conceptual-design in conjunction with our design team. In keeping with the go-live timeline, a temporary layout has been planned to be operational for the STC while the construction project is completed for the full airport operation. Final design and scope will be created once the notice-to-proceed is received; therefore, the facility final-design can be completed by late April 2022. Assuming expedited design approvals/permitting and working with our DBE partner, Gomez Construction Company, the temporary STC operation layout would be complete in mid-June 2022 and the full facility construction would commence with completion expected in early-November 2022.

The **Bradford Deployment Team** is made up of the following subject matter experts from various departments in the company. Most importantly, the entire Bradford executive team proactively participates in the Deployment team and governance of the MCO CRDC in order to ensure the operation is running smoothly, efficiently, and effectively. More specific roles are:

Simon Galt - Director of Deployments will be the Project Manager overseeing this deployment including procurement and construction. Simon is the primary contact point for GOAA.

Ric Frievalt - VP Quality will prepare all security and operation plans. He will also conduct pre go live security and operational audits to ensure that the proper processes and training measures are in place and being followed. Ric will also be the individual to certify that the CRDC is operational ready.

Joe Debaun - COO oversees recruiting, training, and overall operational preparedness. If necessary, he also has the ability to move other pre-designated members of our system-wide management team to actively support the implementation.

Martin Uyhazy - MCO Facility Manager (FM) will be the right-hand person supporting Joe in his efforts. Martin is a seasoned Facility Manager who led our very large Detroit (DTW) CRDC operation.

Timothy Justice – MCO Senior Operations Supervisor (SOS) will be work in tandem with the MCO Facility Manager during deployment coordaining equipment, orientation of employees, and training activities. Timothy is an accomplished and celebrated Operations Supervisor from our Cleveland (CLE) CRDC operation.

David Fitzgerald - Co-CEO is also actively involved in supporting Joe in the operation start-up and HR issues.

Benjamin Richter - CEO and Founder has oversight for security-regulatory matters.

Bruce Class - VP Business Development will handle contractual and pricing matters.

Nyle Marmion - Director Business Development will manage customer relations.

Cory Rickel - CFO is responsible for coordinating billing and accounting matters.

Donantonio Williams - Director System Services will be in charge of IT matters.

Concurrent with the design/construction phase, members of our Deployment Team will conduct a mission critical Facility Operations Research Initiative (FORI). The FORI involves a combination of onsite observations, operational planning/routing, in depth study of current airport practices and procedures, and in-person interviews with stakeholders to learn their detailed needs.

This data collection will be then entered into our AMIS™ system for analysis, forecasting and modelling to finalize the Deployment Plan, including the final timeline and documents for the CRDC Security Plan, CRDC Supplier Management Plan and CRDC Operating Plan. Once complete, these documents will be submitted to the relevant members of GOAA for review and final approval.

Once the FORI is complete, and no later than 60 days before the planned Go-Live date, the Deployment Team will conduct Tenant Orientations. Tenant Orientation is the communication of all relevant CRDC processes and procedures with concessionaires and other CRDC users as well as agreement on key operational items such as detailed contacts, Delivered As Promised times (DAP) and delivery locations. At this time, we will also finalize the contact information for authorized vendors for each tenant and CRDC user.

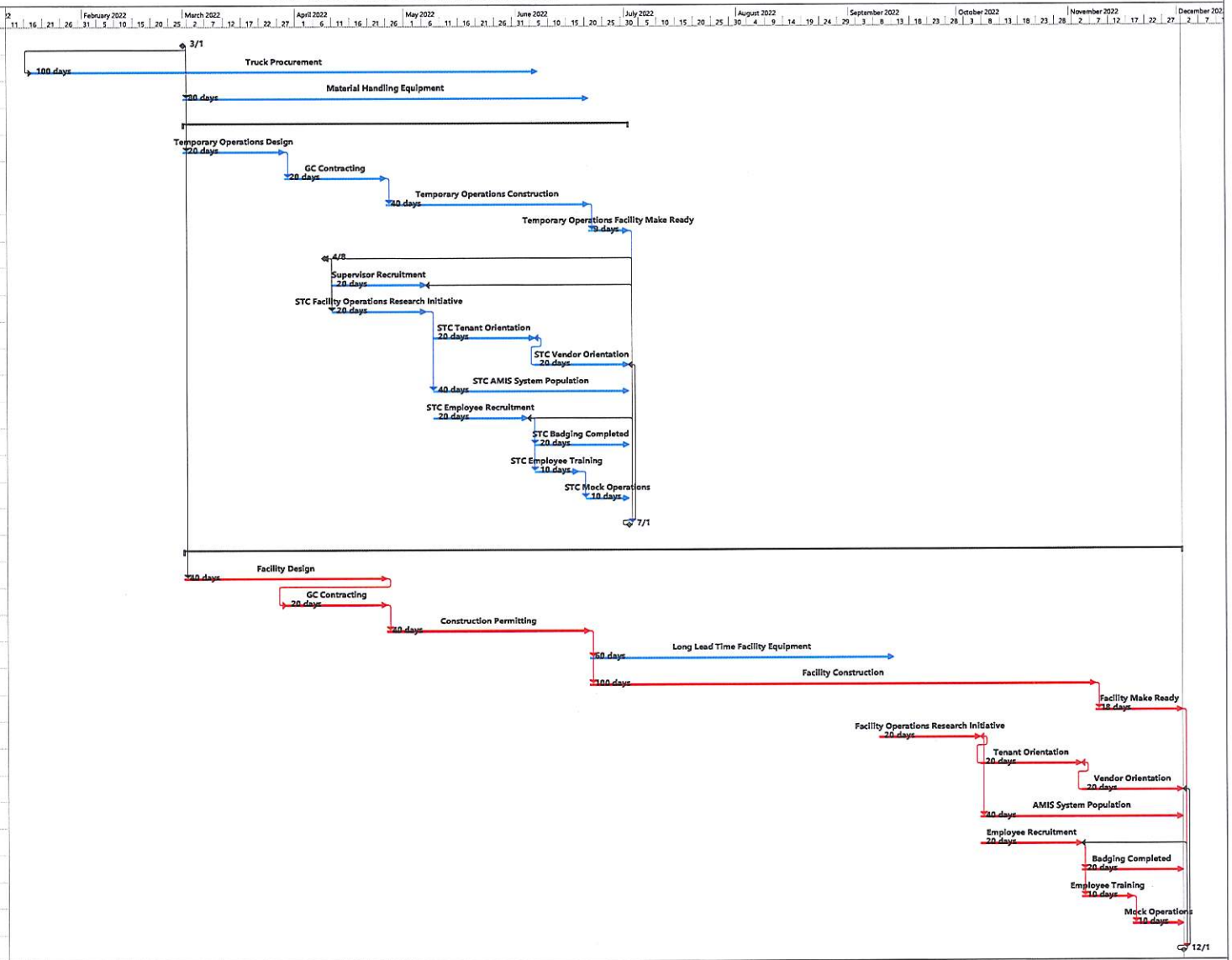
No later than 30 days before planned Go-Live, the Deployment Team will conduct Vendor Orientation. Vendor Orientation is the communication of all relevant CRDC processes and procedures with authorized vendors including AMIS™ Vendor Barcodes, bookings, and driver authorizations necessary to meet BAL's Security Plan and Supplier Management Plan.

Employee Recruitment for the STC would start in early-May 2022 and in early-October 2022 for the full operation. Three weeks of employee training would follow along with mock CRDC operations scheduled for 10 days prior to start-up.

Bradford Airport Logistics

BAL MCO CRDC GO LIVE TIMELINE

ID	Task Name	Duration	Start	Finish	Predecessors
1	MCO CRDC Notice To Proceed	0 days	Tue 3/1/22	Tue 3/1/22	
2	Truck Procurement	100 days	Tue 1/18/22	Mon 6/6/22	1FS-30 days
3	Material Handling Equipment	80 days	Tue 3/1/22	Mon 6/20/22	1
4	**Temporary Operations (STC)**	**89 days**	**Tue 3/1/22**	**Fri 7/1/22**	
5	Temporary Operations Design	20 days	Tue 3/1/22	Mon 3/28/22	1
6	GC Contracting	20 days	Tue 3/29/22	Mon 4/25/22	5
7	Temporary Operations Construction	40 days	Tue 4/26/22	Mon 6/20/22	6
8	Temporary Operations Facility Make Ready	9 days	Tue 6/21/22	Fri 7/1/22	7
9	Facility Manager On-Site	0 days	Fri 4/8/22	Fri 4/8/22	19FF-60 days
10	Supervisor Recruitment	20 days	Mon 4/11/22	Fri 5/6/22	19FF-40 days
11	STC Facility Operations Research Initiative	20 days	Mon 4/11/22	Fri 5/6/22	9
12	STC Tenant Orientation	20 days	Mon 5/9/22	Mon 6/6/22	13SF
13	STC Vendor Orientation	20 days	Mon 6/6/22	Fri 7/1/22	19SF
14	STC AMIS System Population	40 days	Mon 5/9/22	Fri 7/1/22	11
15	STC Employee Recruitment	20 days	Mon 5/9/22	Fri 6/3/22	19FF-20 days
16	STC Badging Completed	20 days	Mon 6/6/22	Fri 7/1/22	15
17	STC Employee Training	10 days	Mon 6/6/22	Fri 6/17/22	15
18	STC Mock Operations	10 days	Mon 6/20/22	Fri 7/1/22	17
19	STC Go Live	0 days	Fri 7/1/22	Fri 7/1/22	8
20	**Permanent Operations**	**198 days**	**Tue 3/1/22**	**Thu 12/1/22**	
21	Facility Design	40 days	Tue 3/1/22	Mon 4/25/22	1
22	GC Contracting	20 days	Tue 3/29/22	Mon 4/25/22	21FS-20 days
23	Construction Permitting	40 days	Tue 4/26/22	Mon 6/20/22	22
24	Long Lead Time Facility Equipment	60 days	Tue 6/21/22	Mon 9/12/22	23
25	Facility Construction	100 days	Tue 6/21/22	Mon 11/7/22	23
26	Facility Make Ready	18 days	Tue 11/8/22	Thu 12/1/22	25
27	Facility Operations Research Initiative	20 days	Fri 9/9/22	Fri 10/7/22	28SF
28	Tenant Orientation	20 days	Fri 10/7/22	Fri 11/4/22	29SF
29	Vendor Orientation	20 days	Fri 11/4/22	Thu 12/1/22	35SF
30	AMIS System Population	40 days	Fri 10/7/22	Thu 12/1/22	27
31	Employee Recruitment	20 days	Fri 10/7/22	Thu 11/3/22	35FF-20 days
32	Badging Completed	20 days	Fri 11/4/22	Thu 12/1/22	31
33	Employee Training	10 days	Fri 11/4/22	Thu 11/17/22	31
34	Mock Operations	10 days	Fri 11/18/22	Thu 12/1/22	33
35	Go Live	0 days	Thu 12/1/22	Thu 12/1/22	26

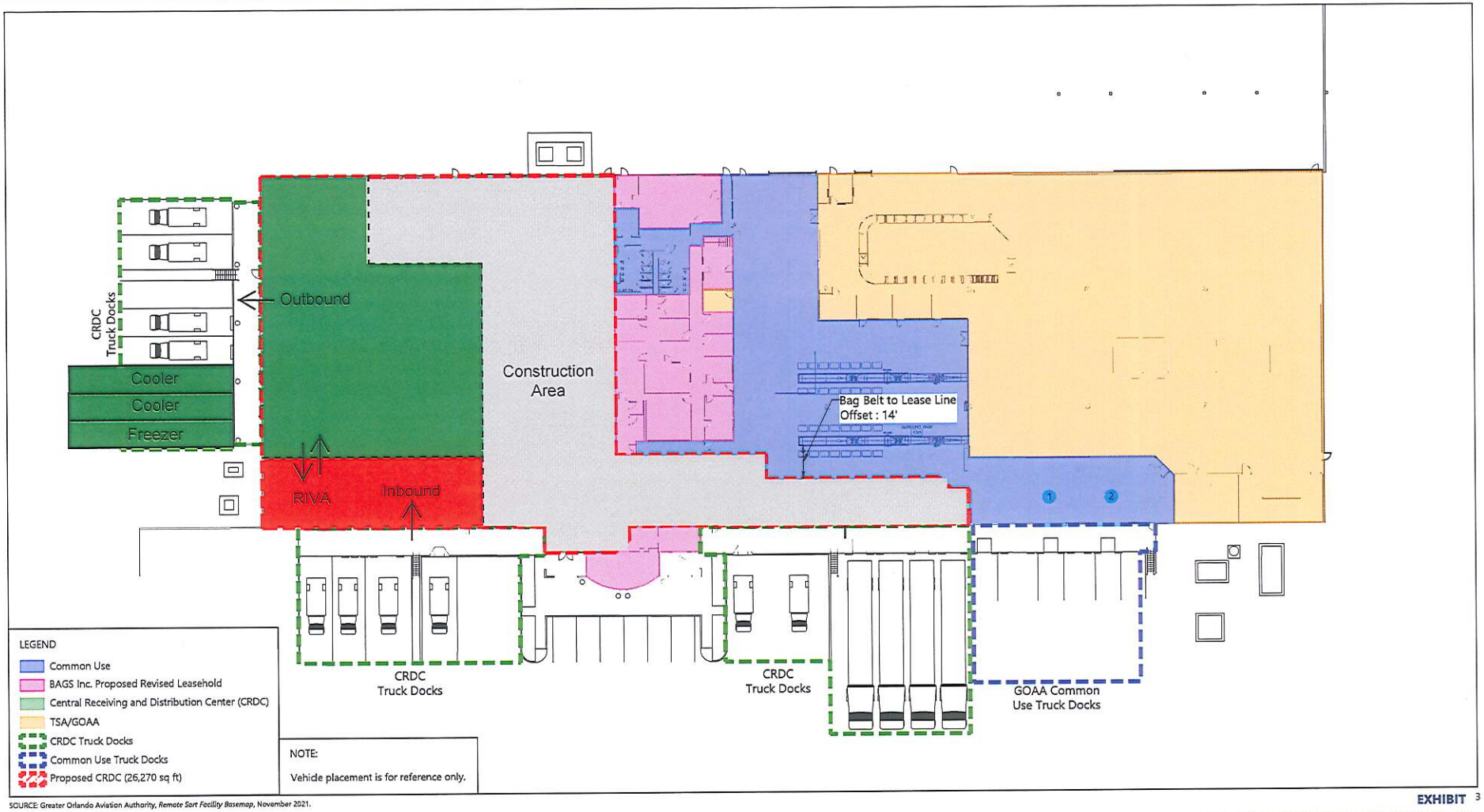


CONCEPTUAL MCO CRDC LAYOUT FOR STC OPERATIONS (PHASE 1)

Revised per Addendum 2

ORLANDO INTERNATIONAL AIRPORT

DECEMBER 2021



SOURCE: Greater Orlando Aviation Authority, *Remote Sort Facility Basemap*, November 2021.

NORTH 0 40 ft

EXHIBIT 3

CENTRAL RECEIVING AND DISTRIBUTION CENTER
BUILDING ENVELOPE

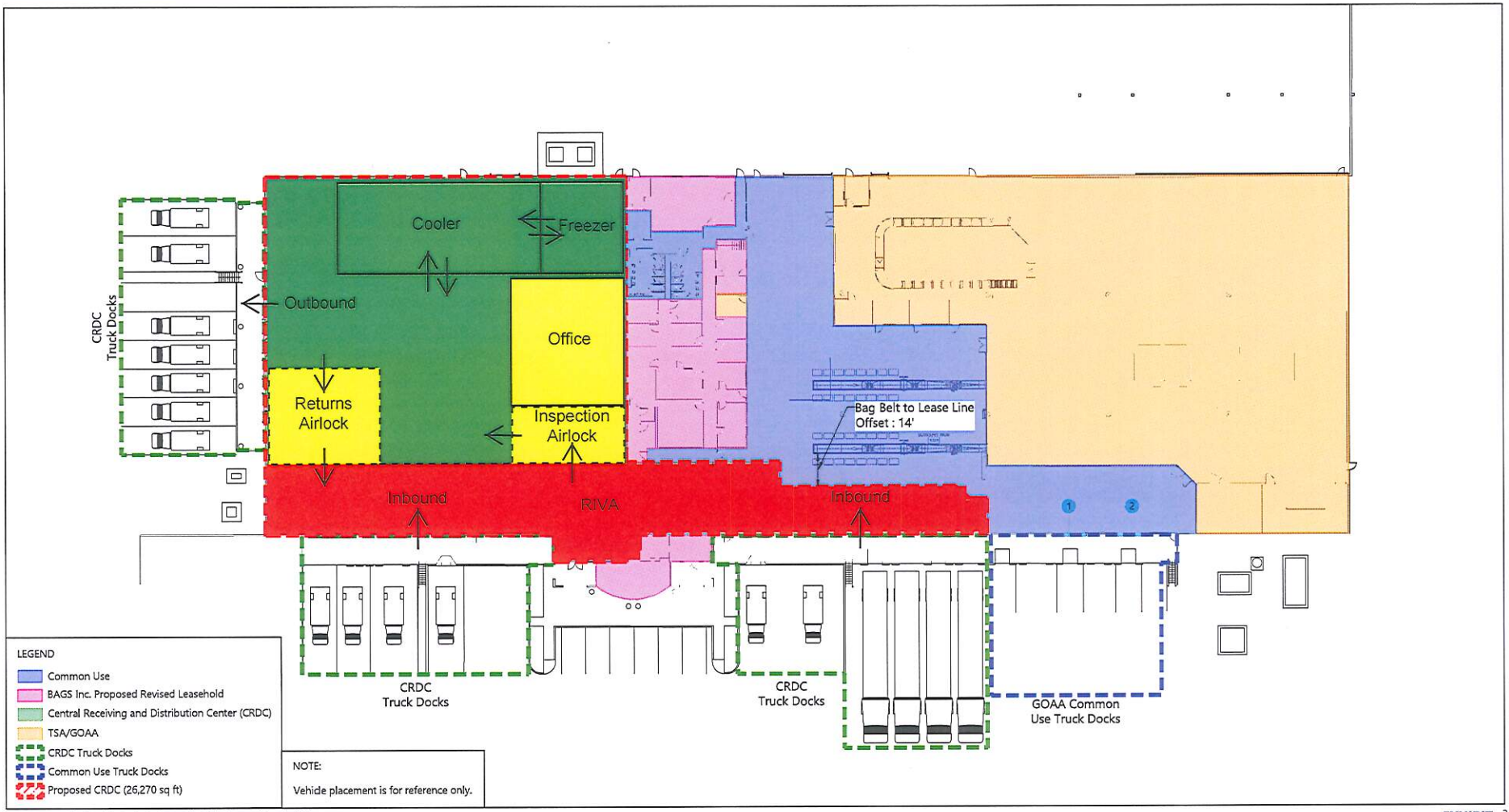
Drawing: P:_PROJECTS\GOAA (MCO)\21041212 - On-Call General Consulting Services\21-06 CRDC Planning\Analysis\CAD\Exhibit 3_MCO_CRDC Building Envelope.dwg_layout: Exhibit 3 Plotted: Dec 10, 2021, 04:23PM

CONCEPTUAL MCO CRDC LAYOUT FOR NTC AND STC OPERATIONS (PHASE 2)

Revised per Addendum 2

ORLANDO INTERNATIONAL AIRPORT

DECEMBER 2021



SOURCE: Greater Orlando Aviation Authority, *Remote Sort Facility Basemap*, November 2021.

NORTH 0 40 ft

EXHIBIT 3

CENTRAL RECEIVING AND DISTRIBUTION CENTER
BUILDING ENVELOPE

Drawing: P:_PROJECTS\GOAA (MCO)\21041212 - On-Call General Consulting Services\21-08 CRDC Planning\Analysis\CAD\Exhibit 3_MCO_CRDC Building Envelope.dwg, Layout: Exhibit B Plotted: Dec 10, 2021, 04:23PM

Redaction Date: 5/20/2022 9:34:44 AM

Redaction Log

Total Number of Redactions in Document: 11

Redaction Reasons by Page

Page	Reason	Description	Occurrences
1			1
2			1
3			1
4			1
5			1
6			1
7			1
8			1
9			1
10			1
11			1

Redaction Log

Redaction Reasons by Exemption

Reason	Description	Pages (Count)
		1(1) 2(1) 3(1) 4(1) 5(1) 6(1) 7(1) 8(1) 9(1) 10(1) 11(1)

TAB 5
EQUIPMENT

SECTION 1 - EQUIPMENT

We will be making a CAPEX investment of at least $4,669,080. Of this total cash investment $2,149,000 is associated with the facility retrofit. Bradford will only purchase new equipment. We have made adjustments from the previous bid submittal taking into consideration Covid related construction, equipment, and labor price increases. In addition, the facility is now larger and fixing the drainage issue is now in our numbers. The Table on the following page provides details of this major capital investment. **Through our two decades of experience much of our equipment has been highly customized to fit purpose for CRDC operational efficiencies, safety, and dependability**.

We also have built a number of safeguards in order to verify that the right quantity of equipment is being purchased to support the operation. Based on our in-depth expertise gained through 21 years of operating CRDC's, vast amount of data collection from live airport CRDC operations of various sizes, and 48 airport logistics consulting studies, it is now a science to know exactly the kind of equipment and quantity needed.

CHECKS and BALANCES on EQUIPMENT: LABOR – EQUIPMENT DEMAND ANALYSIS, VOLUME DATA METRICS, DRIVING DISTANCES, NUMBER of TERMINALS BEING SERVICED INCLUDING LAYOUT, ENPLANEMENT DATA METRICS, FORI Study and FBR (FOOD BEVERAGE RETAIL) SALES VERIFICATION ANALYSIS. This information has been amassed in our AMIS™ data bases in order to provide a great check and balance to ensure that the right equipment and quantity is being purchased.

As requested, here's a brief explanation of the uses for the more specialized equipment and building capex spends.

Magliner GEMNI XL
Will be used only to transport small cartons & parcels. Excellent for use in our sprinter vans.

Electric Pallet Jacks vs Manual Pallet Jacks
Electric pallet jacks are better for moving goods longer distances, heavier items, & up inclines.

Custom "Totally Enclosed" Metal Cage Carts vs Metal Cage Carts
Enclosed carts are used in higher visibility areas, and moving goods requiring greater security.

Dock Equipment
Dock levelers, automated overhead doors, curtain seals for each dock door.

Dock Work
Several dock doors only have 2' height for trucks. Dig out concrete and repave to make all dock doors have 4' height (standard dock height for full size trucks).

Fencing

TSA approved, high density metal fencing separating RIVA, airlock (more in-depth inspection area) and returns area - from Secured Side of CRDC (after screening).

MCO CAPEX EXPENDITURES				
Item	Unit	Qty	Total	Sub-Totals
Transport Equipment				
Peterbilt 220, 26ft Kidron Insulated box, Thermo king refrigeration unit, Maxon lift gate, Safety Vision camera system, Unisto C2K electronic seal	$200,000	10	$2,000,000	
Ford Transit Cargo Van (w/lift); Safety Vision camera system, Custom Floors, Extended Wheelbase, High-Roof Height with Bi-Fold Ramp	$62,790	2	$112,580	**$2,112,580**
Equipment MH				
Crown Manual Pallet Jacks PTH50	$550	26	$14,300	
Magliner GEMINI XL	$600	2	$1,200	
Magliner Keg Carts BDHK182	$850	12	$10,200	
Crown Electric Pallet Jack WP3035-45	$5,900	12	$70,800	
Custom Cargopak Metal Cage Full Security	$360	300	$108,000	
Tow Carts	$8,000	6	$48,000	
CO2 Cart	$600	6	$3,600	
Tennant 500 Floor Scrubber	$14,000	1	$14,000	
Thermal Blanket Covers	$70	10	$700	**$270,800**
Warehouse				
Arch/Eng/PM	$233,000	1	$233,000	
Refrigeration (Refrigerator and Freezer)	$470,000	1	$470,000	
Electrical, Plumbing & HVAC	$500,000	1	$500,000	
Dock Equipment	$165,000	1	$165,000	
Dock Work	$147,000	1	$147,000	
Fencing (TSA approved)	$140,000	1	$140,000	
Office & Painting	$55,000	1	$55,000	
Generator	$115,000	1	$115,000	
Demolition and prep work	$55,000	1	$55,000	
Protective Measures (Bollards, Metal Plates, Etc.)	$82,000	1	$82,000	
Other (Insurance, Inspections, Permits)	$165,000	1	$165,000	
Furnishings (Offices and Breakroom)	$22,000	1	$22,000	**$2,149,000**
Security				
Metal detectors and wand	$7,250	2	$14,500	
Access Control	$29,000	1	$29,000	
CCTV System	$37,000	1	$37,000	
Security Monitoring Cameras	$15,000	1	$15,000	
ETD Itemizer 5X	$41,200	1	$41,200	**$136,700**
Total				$4,669,080

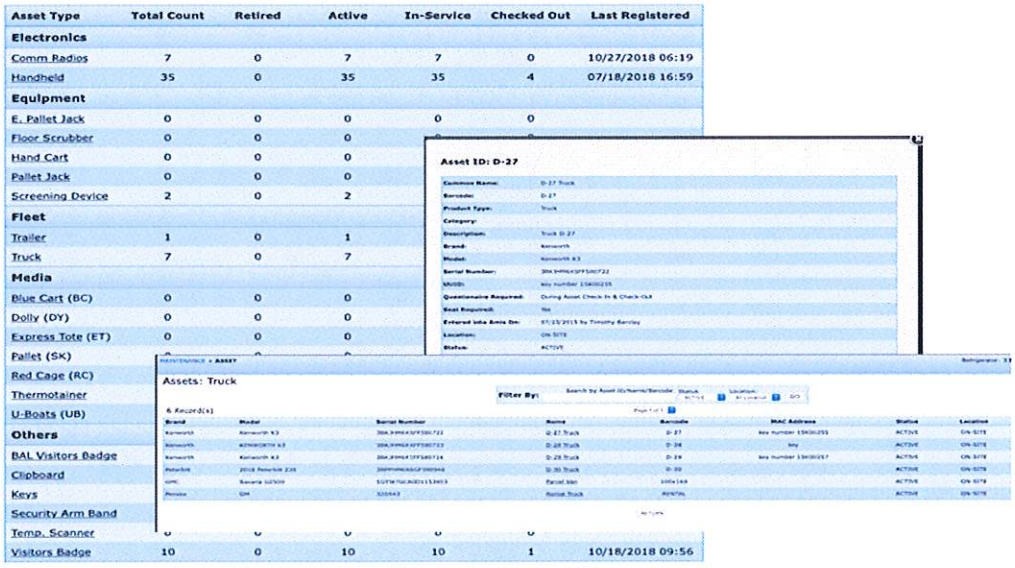
SECTION 2 - MAINTENANCE

The objectives of our preventive maintenance program are: minimize corrective and breakdown maintenance, maintain satisfactory equipment conditions, and improve plant reliability through the use of preventive-maintenance activities, predictive-maintenance activities, and inspection activities.

Our maintenance schedule always follows manufacturer standards. Bradford also factors into all of its equipment/system requirements the need to allow scheduled out-of-service time for preventive and regular maintenance as well as malfunctions that may occur from time-to-time. Our major (and minor) **equipment and systems are sufficient both in architecture (planned redundancy), and capacity (measured throughput capability) to allow for anticipated & unanticipated system failures or outages.**

(a) - AMIS™ System Management Oversight

BAL's proprietary AMIS™ system allows BAL to meet this objective with a minimum of effort and 100% reliability. AMIS™ Asset module categorizes all assets on site and permits, see illustration below. AMIS™ permits detailed descriptions of each asset to be recorded. The Asset module will create preventative maintenance schedules based on manufacturer's recommendations for each asset and provide notification to local management with advance notice of the next service item. This happens whether it is having the asset evaluated by an outside contractor or safety checks by local staff. Notifications can be customized to provide next-day notification or up to a thirty (30) day notification with reminders. A grouping of screenshots of the AMIS™ asset registry, with asset detail and scheduled reminders can be seen in the following photo.



Asset Type	Total Count	Retired	Active	In-Service	Checked Out	Last Registered
Electronics						
Comm Radios	7	0	7	7	0	10/27/2018 06:19
Handheld	35	0	35	35	4	07/18/2018 16:59
Equipment						
E. Pallet Jack	0	0	0	0	0	
Floor Scrubber	0	0	0			
Hand Cart	0	0	0			
Pallet Jack	0	0	0			
Screening Device	2	0	2			
Fleet						
Trailer	1	0	1			
Truck	7	0	7			
Media						
Blue Cart (BC)	0	0	0			
Dolly (DY)	0	0	0			
Express Tote (ET)	0	0	0			
Pallet (SK)						
Red Cage (RC)						
Thermotainer						
U-Boats (UB)						
Others						
BAL Visitors Badge						
Clipboard						
Keys						
Security Arm Band						
Temp. Scanner						
Visitors Badge	10	0	10	10	1	10/18/2018 09:56

Reminder notices are sent to local management and if not completed in a pre-determined timeframe, the notice is resent, and the next level of BAL management is notified that scheduled preventative maintenance has not been performed.

TAB 6
CLAIMS INFORMATION

Bradford Airport Logistics has an exemplary reputation in the airport industry and maintains the highest standards of professional conduct at all times. Our leadership and development programs, along with our core values and workplace culture, have led to minimal claims or actions in our 21-year history. In the last five years, we have only one small 3rd party workers comp claim in Austin, TX which Bradford believes is spurious and our insurance company paid a small nuisance settlement to close.

TAB 7
PRIOR OR PENDING CONVICTIONS, INDICTMENTS, INVESTIGATIONS, REGULATORY INVESTIGATIONS, AND CONFLICTS OF INTEREST

Bradford Airport Logistics as no prior or pending convictions, indictments, investigations, regulatory investigations related to its CRDC services within the last five (5) years. Furthermore, Bradford Airport Logistics has no conflicts of interest with the Aviation Authority related to this solicitation.

TAB 8
FINANCIAL BACKGROUND INFORMATION

A. DUN & BRADSTREET

A Dun & Bradstreet Summary Report is provided on the following pages.

B. FINANCIAL STATEMENTS

Per the RFP Instructions, 2019 and 2020 Bradford Airport Logistics Audited Financial Statements are provided in the enclosed envelope with the original copy.

dun & bradstreet

Credit Evaluator Plus

BRADFORD AIRPORT LOGISTICS, LTD.

D-U-N-S: 83-186-2391
ADDRESS: 720 N Post Oak Rd Ste 450, Houston, TX, 77024, United States
Date: 01/10/2022

RISK ASSESSMENT

SCORES AND RATINGS

Max. Credit Recommendation

US$ 1,230,000

PAYDEX® SCORE

66

LOW-MODERATE RISK

MAXIMUM CREDIT RECOMMENDATION

Overall Business Risk

LOW | **LOW-MODERATE** | MODERATE | MODERATE-HIGH | HIGH

Maximum Credit Recommendation

US$ 1,230,000

The recommended limit is based on a low probability of severe delinquency.

Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: STABLE CONDITION
- Based on the predicted risk of business discontinuation: HIGH LIKELIHOOD OF CONTINUED OPERATIONS
- Based on the predicted risk of severely delinquent payments: LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS

PAYDEX® SUMMARY

3 Months

When weighted by dollar amount, payments to suppliers average 19 days beyond terms. Value is based on payments collected over the last **3 months**.

24 Months

When weighted by dollar amount, payments to suppliers average 19 days beyond terms. Value is based on payments collected over the last **24 months**.

PAYDEX®

Based on 24 months of data

66

Low Risk (100) High Risk (1)

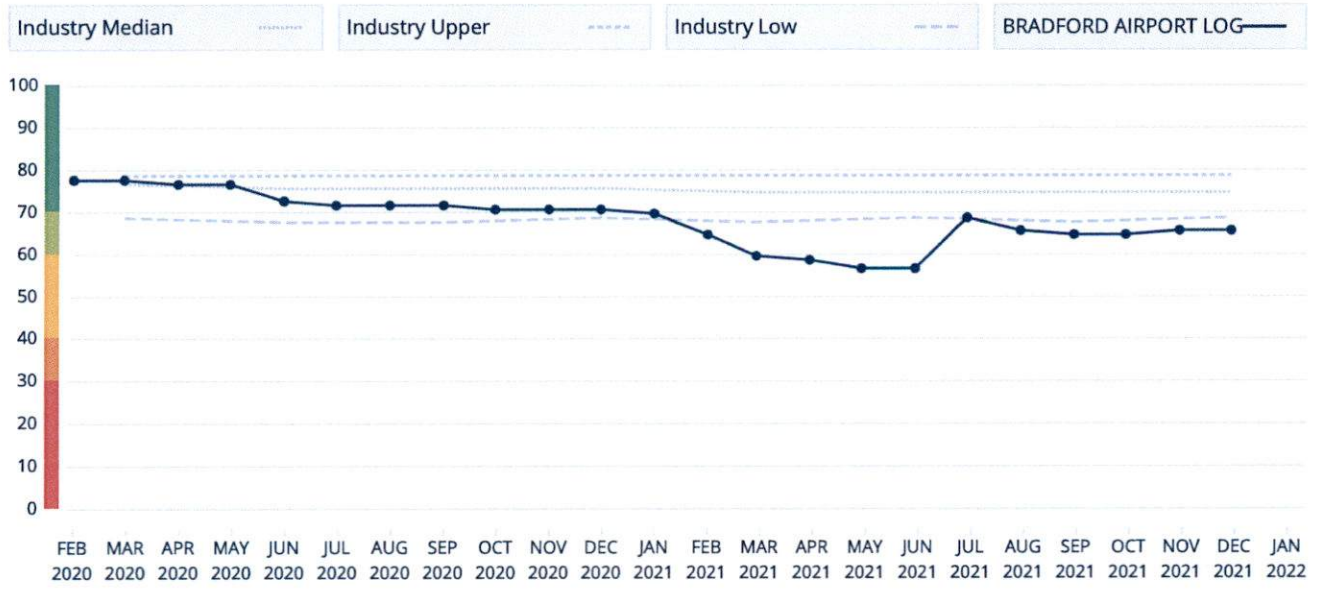
Based on a D&B PAYDEX® of 66

Risk of Slow Pay
LOW-MODERATE

Payment Behavior
19 Days Beyond Terms

Business and Industry Trends

4581 - Airport/airport services



TRADE PAYMENTS

TRADE PAYMENTS SUMMARY

Based on 24 months of data

Overall Payment Behavior

19

Days Beyond Terms

Highest Now Owing: US$ 5,000

% of Trade Within Terms

73%

Total Trade Experiences: 33

Largest High Credit: US$ 15,000

Average High Credit: US$ 2,573

Highest Past Due

US$ 250

Total Unfavorable Comments : 0

Largest High Credit: US$ 0

Total Placed in Collections: 0

Largest High Credit: US$ 0

TRADE PAYMENTS BY CREDIT EXTENDED

$ CREDIT EXTENDED	% OF PAYMENTS WITHIN TERMS	# PAYMENT EXPERIENCES	TOTAL & DOLLAR AMOUNT
OVER 100,000	0%	0	$0
50,000 - 100,000	0%	0	$0
15,000 - 49,999	0%	1	$15,000
5,000 - 14,999	83%	4	$22,500
1,000 - 4,999	91%	8	$14,000
UNDER 1,000	52%	8	$2,550

EVENTS

LEGAL EVENTS

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

SUITS		JUDGEMENTS		LIENS		UCC FILINGS	
TOTAL	0	TOTAL	0	TOTAL	0	TOTAL	29
LAST FILING DATE	-	LAST FILING DATE	-	LAST FILING DATE	-	LAST FILING DATE	10/07/2021

General: The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this was reported. This information may not be reproduced in whole or in part by any means of reproduction.

UCC Filings: There may be additional UCC Filings in the D&B file on this company which are available by contacting 1-800-234-3867.

Suits, Liens, Judgements: There may be additional suits, liens, or judgements in D&B's file on this company available in the U.S. Public Records Database that are also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

Lien: A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

COMPANY PROFILE

COMPANY OVERVIEW

Named Principal	Age (Year Started)	Employees
BENJAMIN RICHTER, PARTNER	21 years (2001)	450
Business Form	**Annual Sales**	**Line of Business**
Partnership	US$ 22,390,170	Airport/airport services
SIC		
4581		

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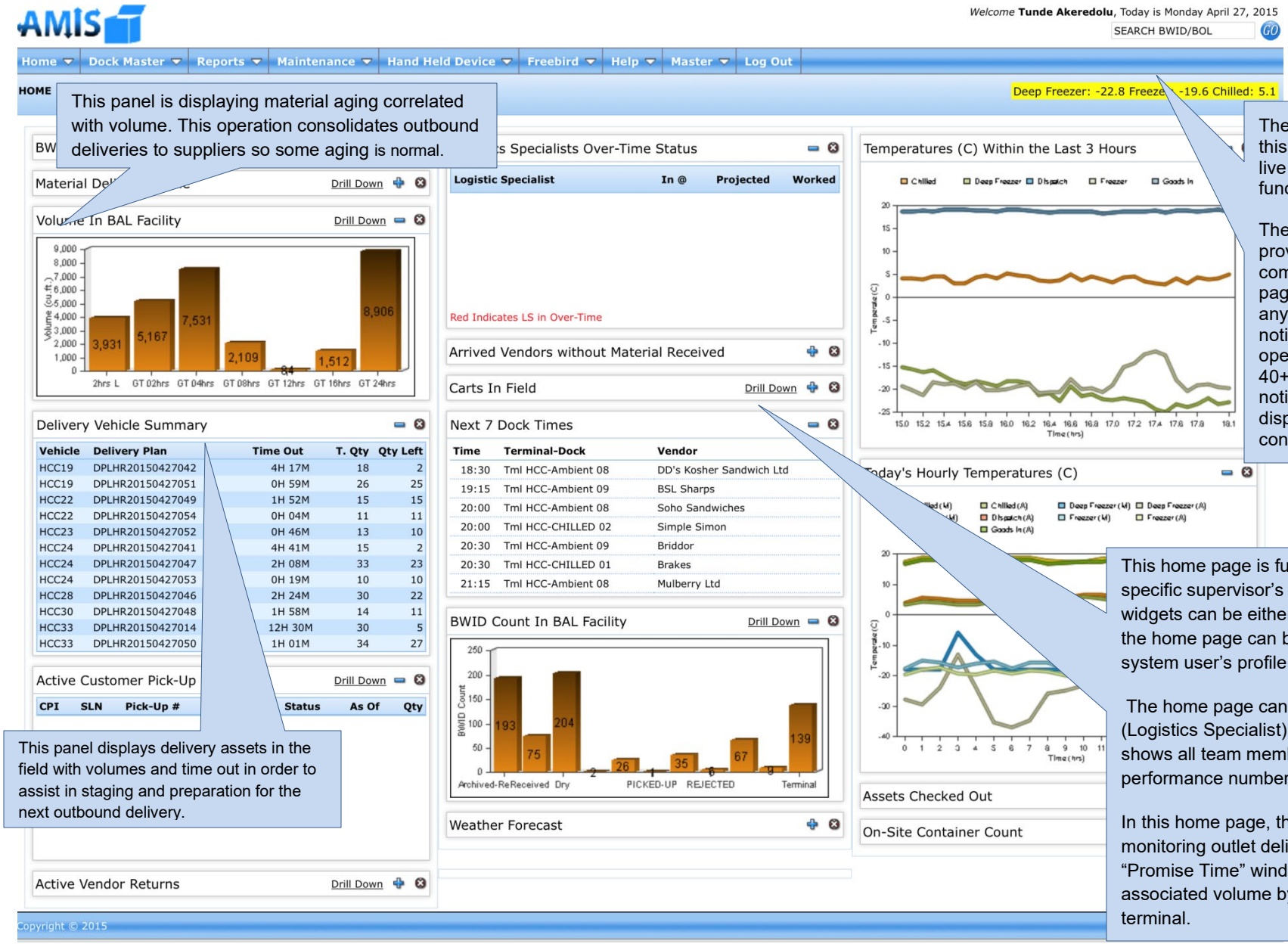
AMIS™ – Home Page



This panel is displaying material aging correlated with volume. This operation consolidates outbound deliveries to suppliers so some aging is normal.

This panel displays delivery assets in the field with volumes and time out in order to assist in staging and preparation for the next outbound delivery.

The data represented in this system screen shot is live data from the fully-functional AMIS system.

The warning ticker provides real-time alert that compliment e-mail and pager notification regarding any exceptions notifications in the operation. There are nearly 40+ different possible notifications that might be displayed if an adverse condition exists.

This home page is fully customizable for a specific supervisor's duties. Panels and widgets can be either dragged/dropped or the home page can be configured in the system user's profile.

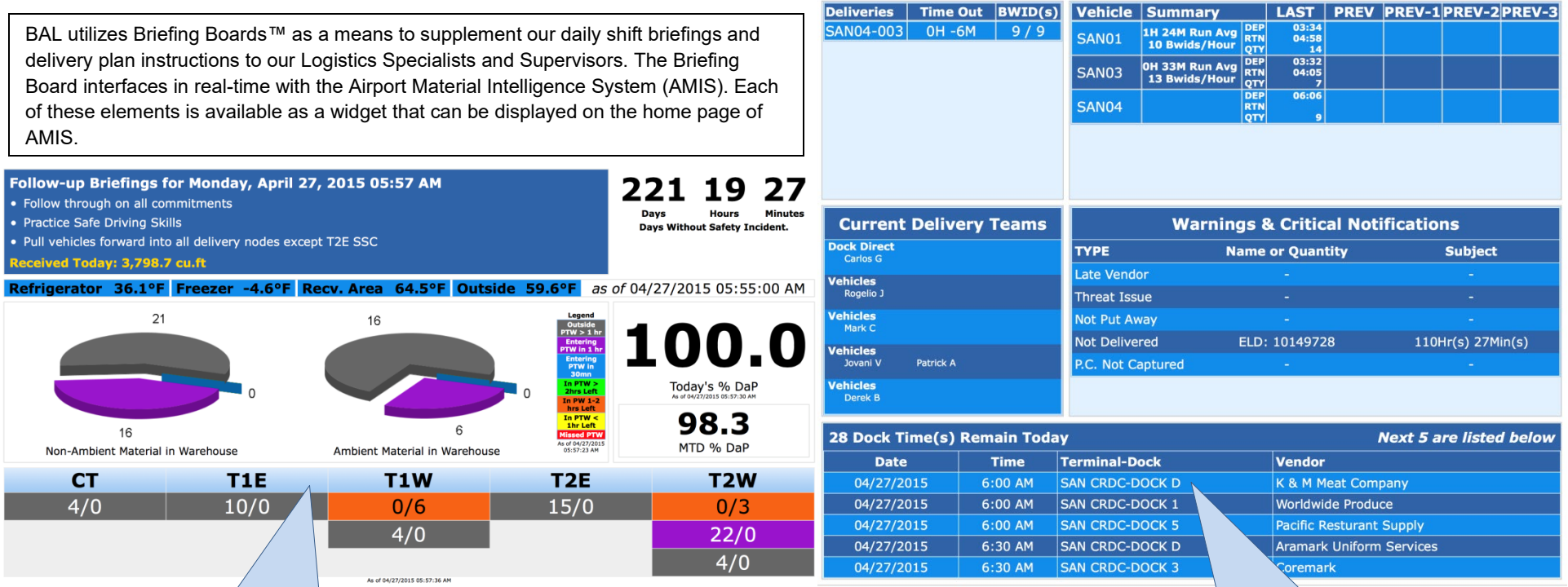
The home page can be set to model the LS (Logistics Specialist) Briefing Board™ that shows all team members the important key performance number (KPI) for the day.

In this home page, the supervisor is monitoring outlet delivery time windows (Our "Promise Time" windows) and the associated volume by zone within an airport terminal.

There is information on this page that has been declared Security Sensitive Information (SSI) by either the TSA and/or local Law Enforcement from another airport. This information is prohibited from being shared except with those who need to know, as defined in 49 CFR parts 15 and 1520. © 2015 Bradford Airport Logistics

AMIS™ – Briefing Board

BAL utilizes Briefing Boards™ as a means to supplement our daily shift briefings and delivery plan instructions to our Logistics Specialists and Supervisors. The Briefing Board interfaces in real-time with the Airport Material Intelligence System (AMIS). Each of these elements is available as a widget that can be displayed on the home page of AMIS.



The left screen has six elements. The first element provides a recap of morning briefing notes. The upper right element tracks the number of days without a safety incident. The next row provides a real-time readout of the temperatures (outside, receiving, refrigerator, & freezer). The pie charts give a breakdown of the status of material in the facility. The numbers next to the pie chart tell us what the DaP % is for the day as well as for the month. DaP is our Delivered as Promise Program. The bottom level shows our accuracy to plan as well as volume on hand by time, volume by zone.

The right screen has five elements. The top-left element provides current timing on any vehicles out on delivery. The top-right element shows the running history of the performance of each outbound delivery. The performance numbers provide feedback for progress on objectives for the day. The lower-right shows the current delivery-team assignments. The lower-right element shows any outstanding warning or critical failures in the operation. Warnings always precede failures notices and afford team-members the ability to forecast challenges and exceed customer requirements for performance. The bottom element shows the next 5 vendor scheduled dock times for that day. It also tells how many dock times are remaining.

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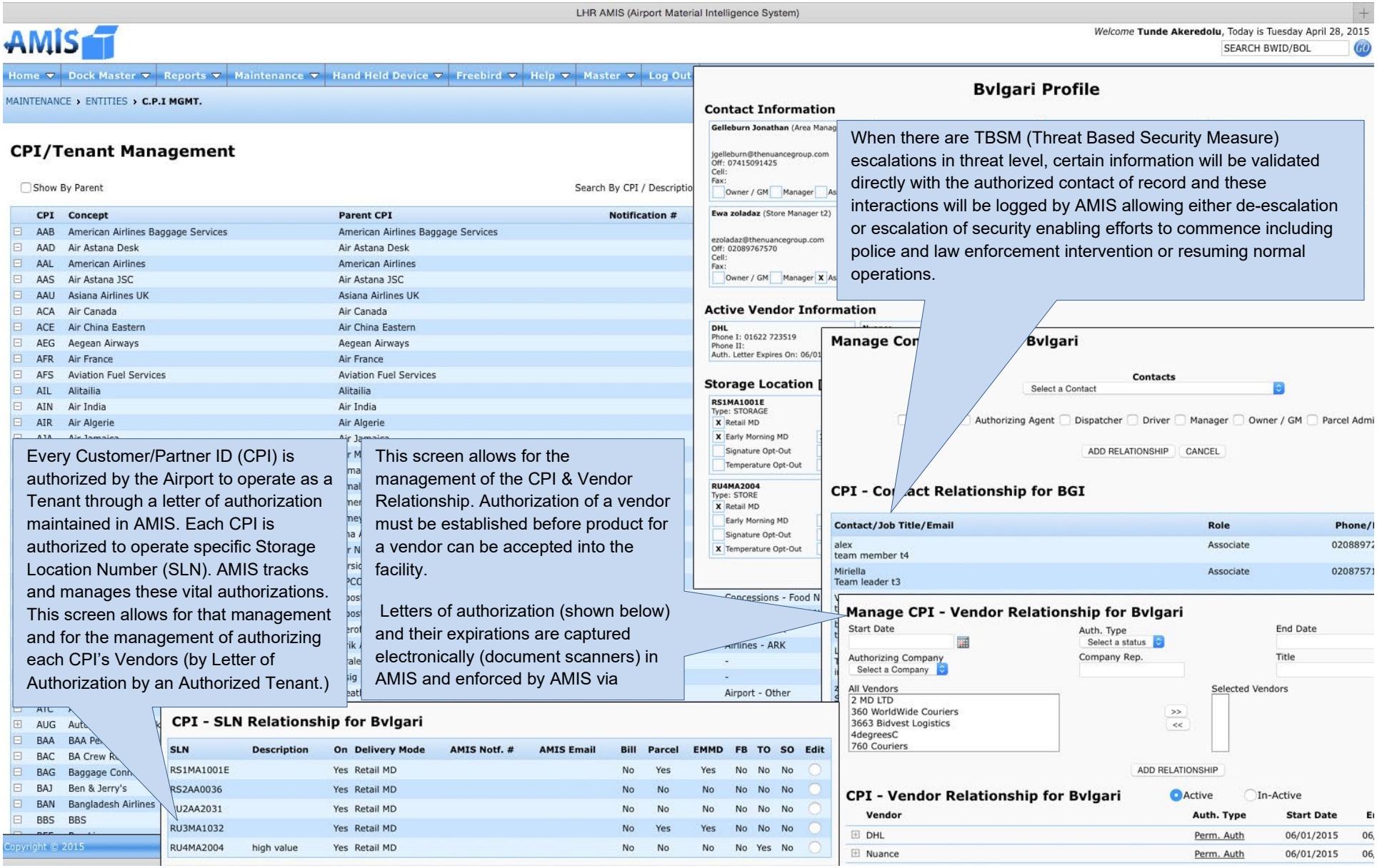
AMIS™ – CPI/Vendor Authorization



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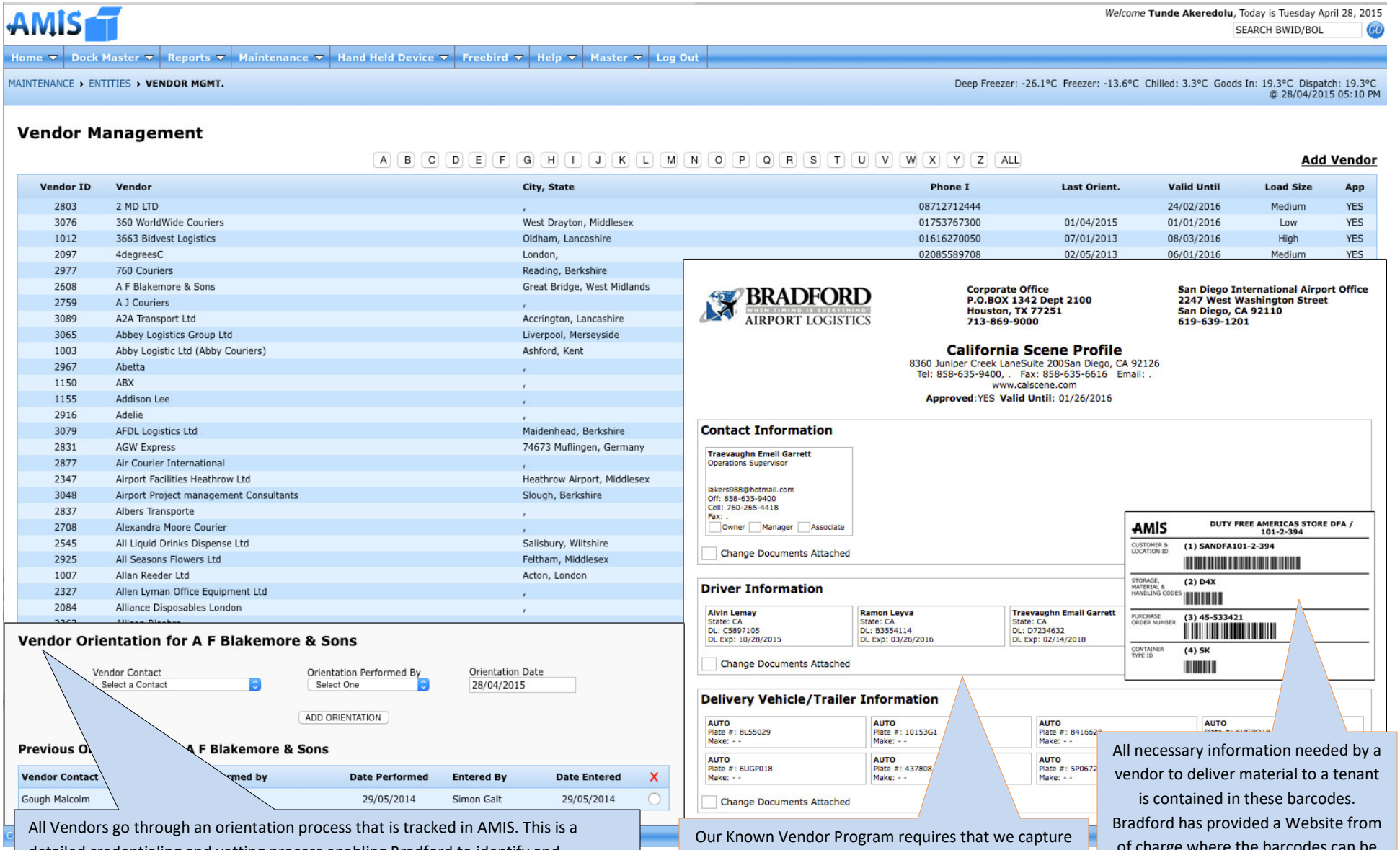
AMIS™ – Vendor Orientation



All Vendors go through an orientation process that is tracked in AMIS. This is a detailed credentialing and vetting process enabling Bradford to identify and understand the characteristics about the vendor and its goods in great detail as well as learning considerable information about the shipper, routes, assets, and drivers.

Our Known Vendor Program requires that we capture before all information about our vendors including Driver, Vehicle, Dispatcher, and other contacts.

All necessary information needed by a vendor to deliver material to a tenant is contained in these barcodes. Bradford has provided a Website from of charge where the barcodes can be produced in the event that a vendor lack the capability to do so

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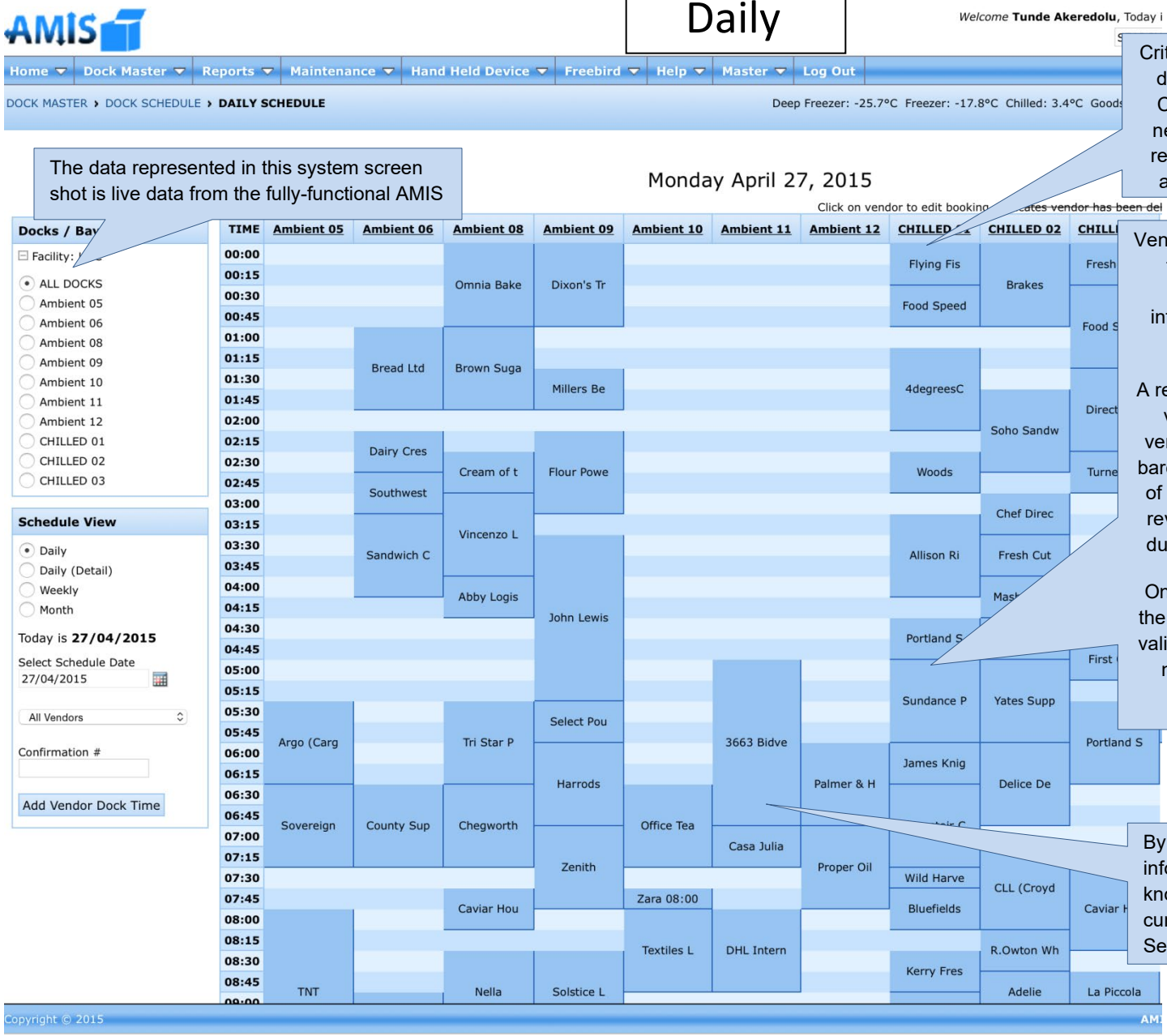
AMIS™ – Dock Schedule

Daily



The data represented in this system screen shot is live data from the fully-functional AMIS

Critical security information is collected on every driver, truck and material throughput into the CDP facility. Anomalies, such a new drivers, new vendors, TBSM issues are collected and reported to law enforcement in weekly reports approved and in use at Category X airports.

Vendor performance information is collected and tabulated as a result of Dock Scheduling. Performance at the dock is a contributing influence to the type of dock time a vendor is allowed to be scheduled for.

A reoccurring standing dock time is preferred by vendors but is only afforded to performing vendors that are schedule, safety security and barcode complaint. BAL tracks the performance of every Vendor by driver and by customer for review with both the customer and the vendor during periodic performance review meetings.

Only duly authorized vendors can be added to the dock schedule. The scheduler enforces and validates that all authorizations are in place and not expired nor authorized by a non-active employee of the authorizing tenant.

By clicking-on an appointment, all of the information pertaining to this appointment is known including information pertaining to the current status of the TBSM (Threat Based Security Measures).

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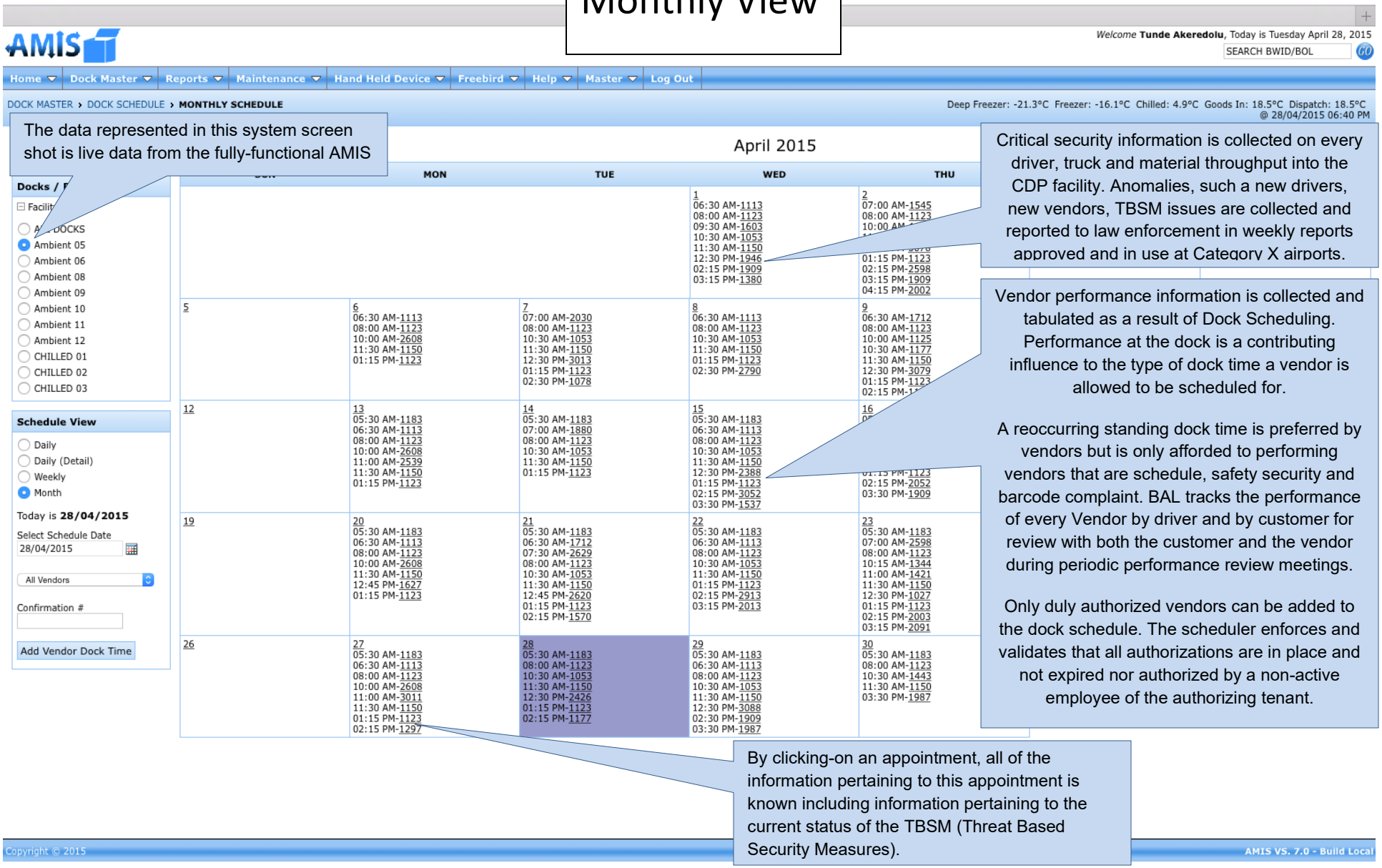
AMIS™ – Dock Schedule

Monthly View



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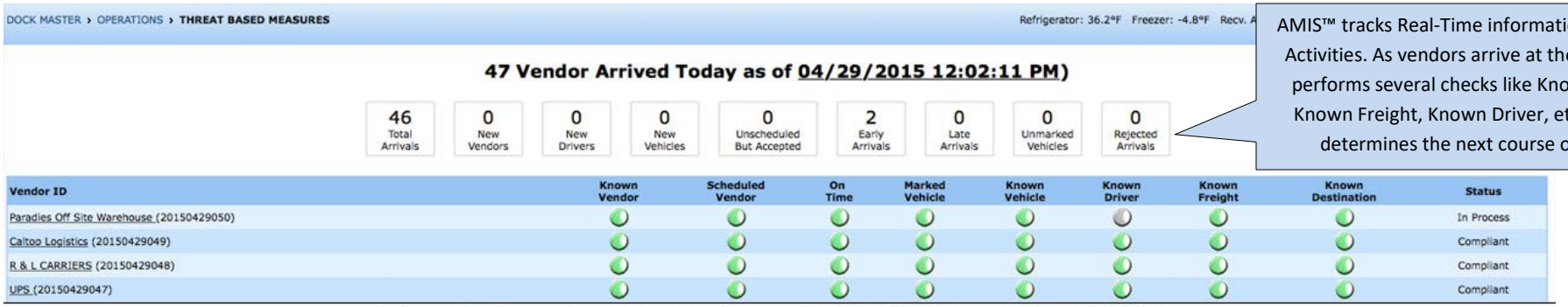
AMIS – Threat Based Measures™



DOCK MASTER › OPERATIONS › **THREAT BASED MEASURES**

Refrigerator: 36.2°F Freezer: -4.8°F Recv.

47 Vendor Arrived Today as of 04/29/2015 12:02:11 PM)

46 Total Arrivals	0 New Vendors	0 New Drivers	0 New Vehicles	0 Unscheduled But Accepted	2 Early Arrivals	0 Late Arrivals	0 Unmarked Vehicles	0 Rejected Arrivals

Vendor ID	Known Vendor	Scheduled Vendor	On Time	Marked Vehicle	Known Vehicle	Known Driver	Known Freight	Known Destination	Status
Paradies Off Site Warehouse (20150429050)	●	●	●	●	●	●	●	●	In Process
Caltop Logistics (20150429049)	●	●	●	●	●	●	●	●	Compliant
R & L CARRIERS (20150429048)	●	●	●	●	●	●	●	●	Compliant
UPS (20150429047)	●	●	●	●	●	●	●	●	Compliant

AMIS™ tracks Real-Time information on Vendor Activities. As vendors arrive at the dock, AMIS performs several checks like Known Vendor, Known Freight, Known Driver, etc. and then determines the next course of action.

BAL SAN Vendor Activity from 04/19/2015 to 04/25/2015

This report is a summary of all inbound vendor deliveries to SAN as well as any anomalies that may have occurred.

Total Deliveries made	**269**	Total Vendors	**82**
Early/Late Deliveries	**4**	Total New Vendors	**0**
Unscheduled & Cleared Vendors	**0**	Total New Drivers	**3**
Unscheduled & Rejected Vendors	**0**	Total New Vehicles:	**60**
Rejected Vendors	**0**	Total Unmarked Vehicles:	**0**

Un-Marked Vehicles

Vehicle#	Vendor	Driver	State	License Number	Arrived	Dispatcher	Perfor
No Records Found							

New Vendors

No Records Found

New Drivers

Vehicle#	Vendor	Driver	License Number/ State		Arrived	Dispatcher	Entered By
874596	ADS	Albert Dennis Chavez Jr.	D5489769	CA	04/21/2015 04:33 AM	[Pre-Approved]	Carlos Gamez
R448638	Shamrock	Albert Serna	A1051482	CA	04/21/2015 05:20 AM	[Pre-Approved]	Carlos Gamez
572463	Sygma Foods	Norman Leverne Hunter Jr.	A1450272	CA	04/23/2015 04:39 AM	[Pre-Approved]	Eric Jonilonis

Un-Scheduled & Cleared Vendors

Vehicle#	Vendor	Driver	License Number/ State	Arrived	Dispatcher	Performed By
No Records Found						

Un-Scheduled & Rejected Vendors

Vehicle#	Vendor	Driver	License Number/State	Arrived	Dispatcher	Performed By

AMIS™ also produces daily, weekly, and monthly reports of vendor and driver activities for the Airport Security. With this data, vendor profile and patterns are established and any deviations are flagged for investigation.

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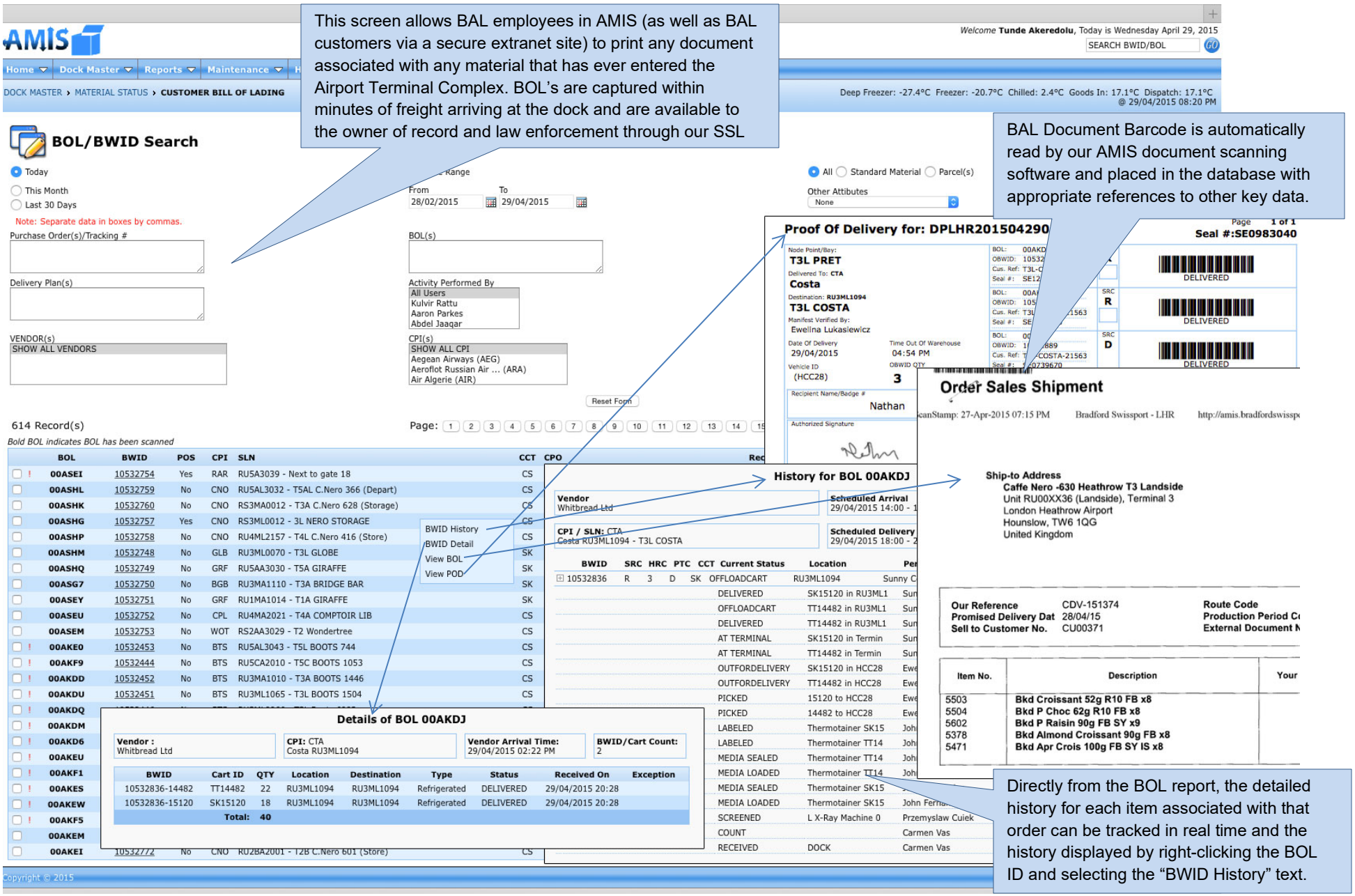
AMIS™ – BOL Viewer

This screen allows BAL employees in AMIS (as well as BAL customers via a secure extranet site) to print any document associated with any material that has ever entered the Airport Terminal Complex. BOL's are captured within minutes of freight arriving at the dock and are available to the owner of record and law enforcement through our SSL

BAL Document Barcode is automatically read by our AMIS document scanning software and placed in the database with appropriate references to other key data.



Directly from the BOL report, the detailed history for each item associated with that order can be tracked in real time and the history displayed by right-clicking the BOL ID and selecting the "BWID History" text.

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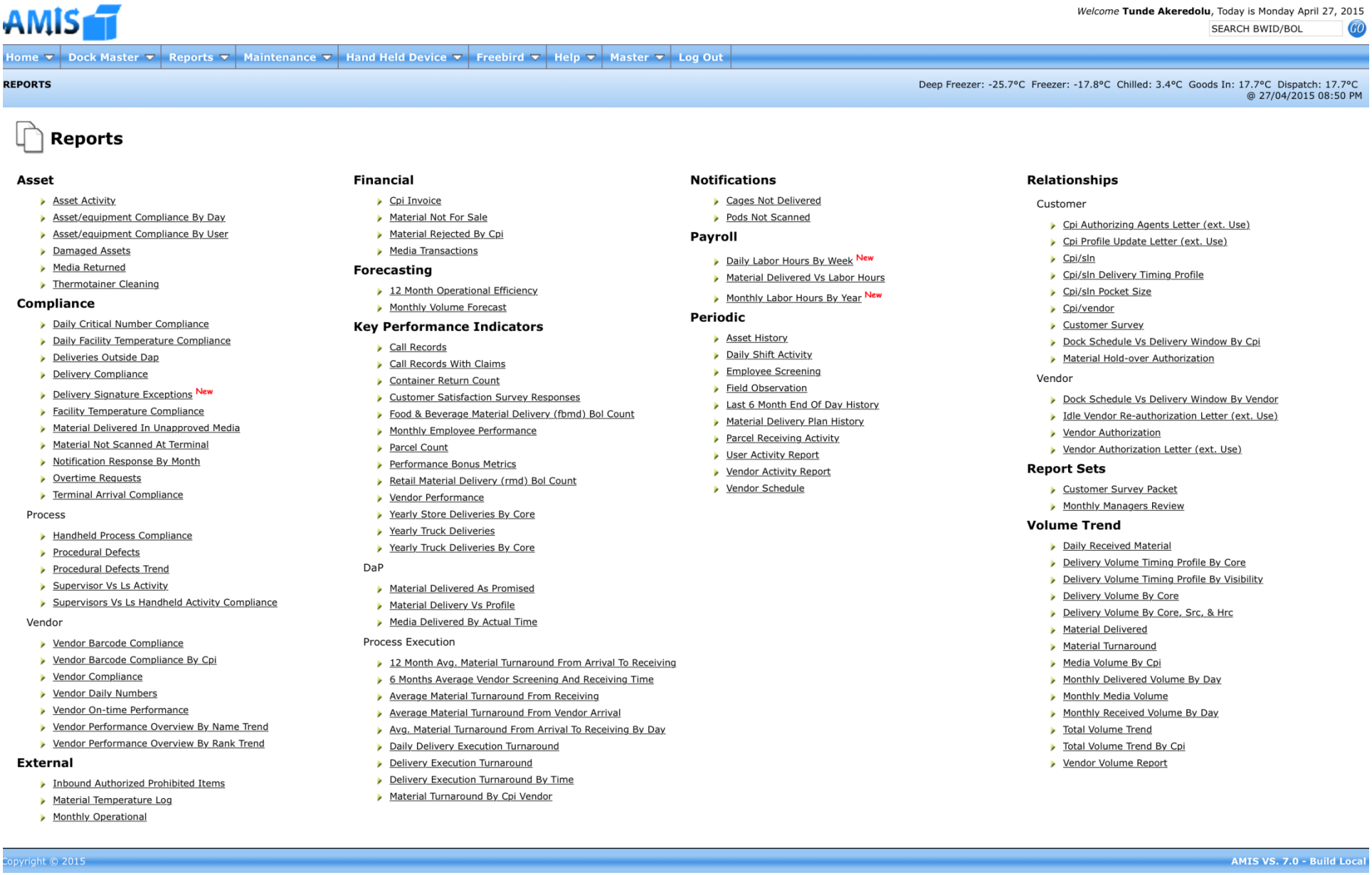
AMIS™ – Reporting & Trend Analysis



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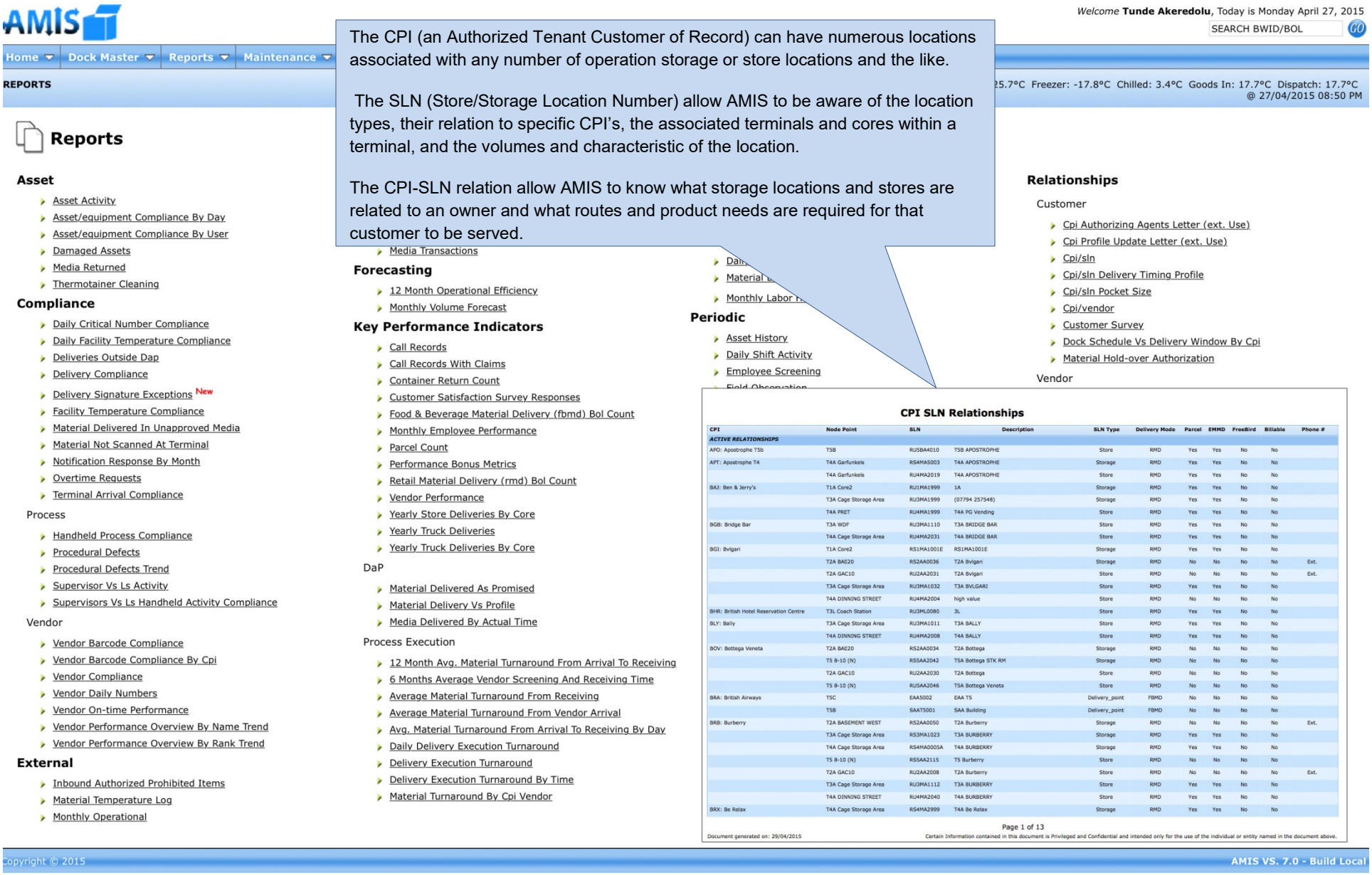
AMIS™ – CPI SLN Report

The CPI (an Authorized Tenant Customer of Record) can have numerous locations associated with any number of operation storage or store locations and the like.

The SLN (Store/Storage Location Number) allow AMIS to be aware of the location types, their relation to specific CPI's, the associated terminals and cores within a terminal, and the volumes and characteristic of the location.

The CPI-SLN relation allow AMIS to know what storage locations and stores are related to an owner and what routes and product needs are required for that customer to be served.



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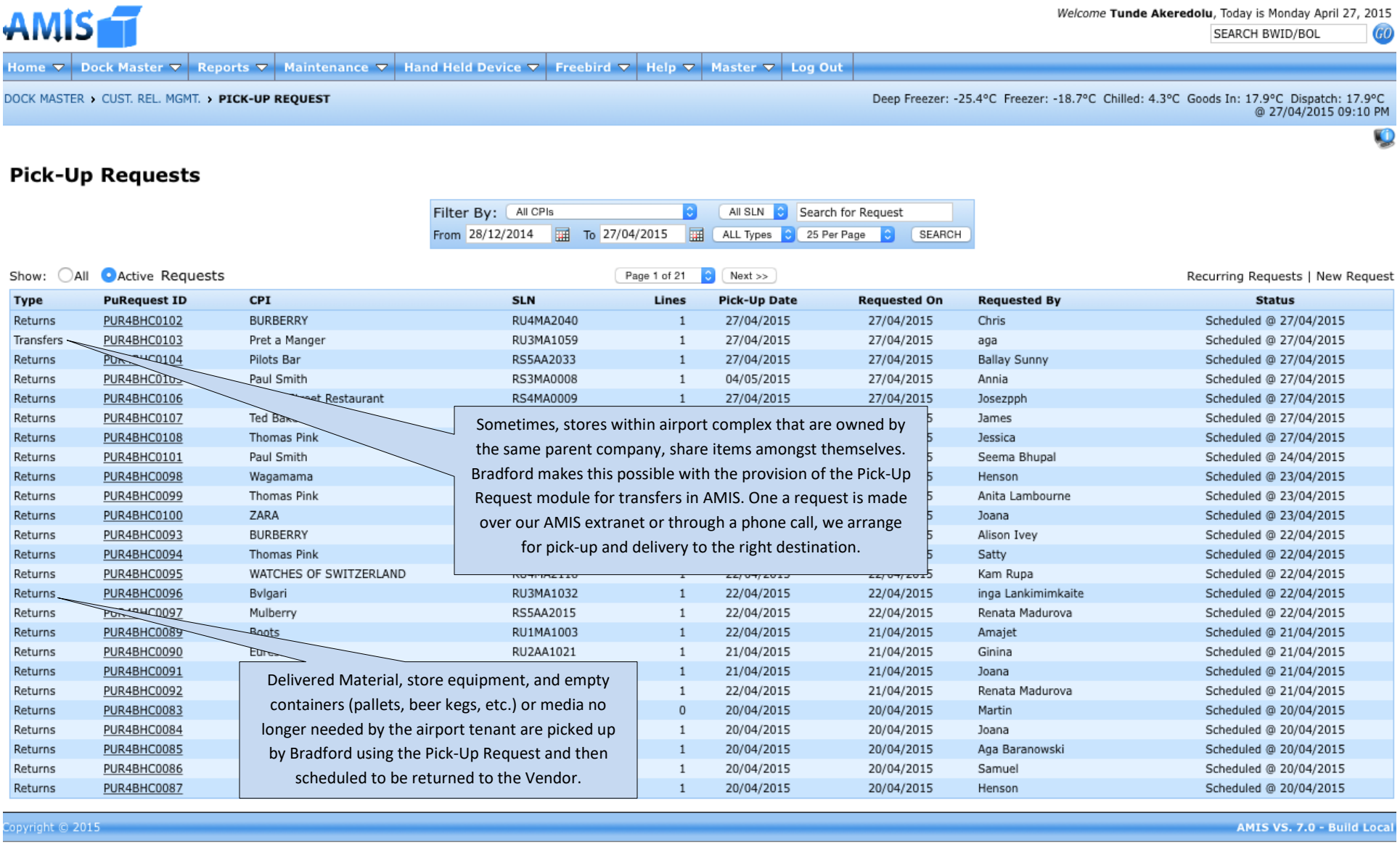
AMIS™ – Returns & Terminal Transfers



Sometimes, stores within airport complex that are owned by the same parent company, share items amongst themselves. Bradford makes this possible with the provision of the Pick-Up Request module for transfers in AMIS. One a request is made over our AMIS extranet or through a phone call, we arrange for pick-up and delivery to the right destination.

Delivered Material, store equipment, and empty containers (pallets, beer kegs, etc.) or media no longer needed by the airport tenant are picked up by Bradford using the Pick-Up Request and then scheduled to be returned to the Vendor.

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AMIS™ – End of Day Reporting

The overall objective of the management & logistics specialists' team is to have a day with no anomalies in any of the 6 critical categories. Such a day is reported to the left. (This is a common occurrence for the highly-experienced BAL team.)

BRADFORD AIRPORT LOGISTICS

Corporate Office
P.O.BOX 1342 Dept 2100
Houston, TX 77251
713-869-9000

San Diego International Airport Office
2247 West Washington Street
San Diego, CA 92110
619-639-1201

End Of Day Operation Summary

27/04/2015 10:00 PM to 28/04/2015 09:59 PM ... 28/04/2015 11:00:00 PM

Anomalies

Parcel BOL(s) Not Scanned	3
Non Parcel BOL(s) Not Scanned	0
POD(s) Not Scanned in last 7 days	3/2403
Material Not Delivered Today	31
Material Not Delivered Within Last 3 days	16
Material on Hold by CPI	0
Parcel Batches Not Closed	0
Assets Not Checked In/Returned	5
Vendor Without Orientation After 25 days	500
Expiring Vendor Auth. in 45 days	44
Scheduled Vendors with No Activity	26
Expiring Scheduled Slots for LS	0
Total Critical Defects	56
Total Procedural Defects	97
Carts Not Returned To Facility	2314
Call Records Opened Today	36
BWID Deleted/Retired Today	6
OBWID with X Delivery Attempts after Delivery	7
OBWID with unauthorized Signature Opt-Out	0
OBWID with unauthorized Temperature Opt-Out	0

On-Time Compliance

Total Vendor Deliveries	129
Vendor(s) On-Time (41)	31.8 %
Vendor(s) Early (39)	30.2 %
Vendor(s) Late (42)	32.6 %
Vendor(s) Unscheduled (5)	3.9 %
Vendor(s) No Show (2)	1.6 %
Vendor(s) Cancelled (0)	0.0 %

Barcode Compliance

Total Barcode Received	663
Non-Complaint Barcodes	332

Top Non-Complaint (C) Vendors	BC #	% Comp
Brakes	54	33.3 %
DHL- Beeston	22	0.0 %
3663 Bidvest Logistics	38	52.6 %
DHL- Chelmsford	14	0.0 %
DPD	18	33.3 %

Handheld Compliance

Event	Hand Held		Desktop	
Received	640	100.0 %	0	0.0 %
Count	643	100.0 %	0	0.0 %
Screened	612	94.0 %	39	6.0 %
Media Loaded	1,566	100.0 %	0	0.0 %
Media Offloaded	41	100.0 %	0	0.0 %
Media Sealed				
Labeled				
Media Reprint				
Media Reseal				
Picked				
Outfordelivery				
At Terminal				
Delivered				
Offloadcart				
Delivery Complete				
Media Replace				
Rejected				
Retired				
Overall				

Daily Volume

Received Parcel (24 bwids)	0.0 cu.ft.
Received Non Parcel (639 bwids)	23,398.0 cu.ft.
Delivered Parcel (24 bwids)	0.0 cu.ft.
Delivered Non Parcel (1616 obwids)	69,204.0 cu.ft.
Received Total (663 bwids)	23,398.0 cu.ft
Delivered Total (1640 obwids)	69,204.0 cu.ft.
Std. Projected Delivered(6.0% var.)	65,020.1 cu.ft.
Growth Projected Delivered(22.5% var.)	53,617.8 cu.ft.

Delivered as Promised

Today	99.5% / 99.7%
Month to Date	95.8% / 96.1%
Deliveries Without Profile (Today)	5 / 0.3%
Deliveries Without Profile (MTD)	89 / 0.2%

Tomorrow's Forecast

Std. Projected Volume	74,902.7 cu.ft.
Growth Projected Volume	61,767.3 cu.ft.
Estimated Hours	499.4 hr(s)

Avg. Turnaround

From Arrival to Receiving	1.1 hrs/bwid
From Arrival to Delivery	7.9 hrs/bwid
From Receiving to Delivery	6.8 hrs/bwid
From Receiving to Screening	1.4 hrs/bwid
From Screening to Media Labeling	0.4 hrs/bwid
From Media Labeling to Picked	2.6 hrs/bwid
From Picked to Out for Delivery	0.2 hrs/bwid
From Out for Delivery to At Terminal	1.2 hrs/bwid
From At Terminal to Delivered	1.1 hrs/bwid

Delivery Metrics

Runs / Avg OBWID

Vehicles	Night	Morning	Afternoon
HCC12	0 / 0	4 / 19	0 / 0
HCC15	0 / 0	2 / 23	1 / 23
HCC16	4 / 32	2 / 25	0 / 0
HCC19	4 / 24	2 / 16	2 / 20
HCC20	0 / 0	0 / 0	1 / 21
HCC22	3 / 30	1 / 34	3 / 29
HCC23	3 / 26	2 / 14	2 / 12
HCC24	1 / 9	2 / 24	2 / 27
HCC27	0 / 0	2 / 7	0 / 0
HCC29	2 / 21	2 / 17	3 / 20
HCC30	3 / 32	2 / 21	2 / 22
HCC32	0 / 0	2 / 28	3 / 13
HCC33	3 / 28	4 / 20	2 / 11
Summary	23 / 27	27 / 20	21 / 19

Media to Cage Conversion: 1879

Document generated on: 28/04/2015 11:00:00 PM

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"Our objective is to manage to standards that are ever increasing over time as experience and process refinement affords improvements to execution. The continuous improvement velocity of our organization is unparalleled in the secure airport logistics airport market."

B. Richter, CEO

Bradford Airport Logistics

END OF DAY ANOMALIES REPORT (as of 04/28/2015 11:00:00 PM)

Rows in blue indicate parcels

Call Records Opened Today

Cal Record ID	Cal Type	Entity	Contact	Created @	Created By	Status	BWID(s)
210008164	BWID Hold	TBH	Hap Manning PPS Purchasing Mgr	12:10 PM	Arturo Cruz Lopez	CLOSED	4
210008165	BWID Hold	PDS	Joann Kirkland General Manager	12:12 PM	Arturo Cruz Lopez	CLOSED	2
210008166	BWID Hold	BXE	Amber Lebedev Be Relax GM	02:16 PM	Arturo Cruz Lopez	OPENED	1
210008167	BWID Hold	BAH	Maritza Haller HFF Sr. Dir of Ops	02:19 PM	Arturo Cruz Lopez	OPENED	4
210008168	BWID Hold	SAF	Maritza Haller HFF Sr. Dir of Ops	02:20 PM	Arturo Cruz Lopez	OPENED	1

Missing BOL Files

CPI	SLN	BOL	Received Date	Received By
No Records Found.				

Materials Not Delivered [Today]

BWID	CPI	SLN	Received Date
No Records Found.			

Assets Still "OUT"

Asset ID	Type	Assigned To	Assigned At
No Records Found.			

Materials Not Delivered [Last 3 Days]

BWID	CPI	SLN	Received Date
No Records Found.			

Parcel Discrepancies [Open Batches]

Carrier	Batch No.	Exp Qty	Act Qty	Open Date
No Records Found.				

Turn Around Exceptions [Last 3 Days]

BWID	CPI	SLN	Received Date
10150714	ARM	106-1-635	04/28/15 02:00 PM
10150715	ARM	102-2065	04/28/15 02:00 PM
10150716	BAH	101-1-522	04/28/15 01:58 PM

8 Vendor Authorizations Expiring within 45 days

CPI	Vendor	Auth. Type	Expires On	Contact
BCS	Bradford Airport Log	Letter Auth	06/11/2015	Rene Ponce
BCS	Paradies Off Site Wa	Letter Auth	06/11/2015	Rene Ponce
CNB	Paradies Off Site Wa	Letter Auth	05/08/2015	Rene Ponce
CNB	Prologix/The News Gr	Letter Auth	06/03/2015	Rene Ponce
CPK	On-Trac Delivery Ser	Letter Auth	05/14/2015	Kevin Lewis
HMC	Road Runner Co	Letter Auth	06/02/2015	Tony concepcion
SBC	Ceva Logistics	Letter Auth	05/29/2015	Kimberly Hazard
SNG	Prologix/The News Gr	Letter Auth	06/03/2015	James Zieg

0 Deliveries Outside Profile Window

CPI	SLN	Vendor	Bwids	Minutes
No Records Found.				

0 Vendors without Orientation after 25 days

Vendor	Date Entered	Phone
No Records Found.		

0 Vendors With No Activity As Of 11:00 PM

Time	Terminal-Dock

0 Carts Not Returned To Facility

Cart	CPI	SLN	Status	Time Elps	Responsible Party

Asset Not Checked Out By User	2
Asset Returned By Different User	1
Bol Not Recognized	2
Bwid Is Already In The System	1
In-complete Bwid Move	1
Material Putaway Attempt In Wrong Location Type	3

The End of Day (EOD) report is an essential management tool for review of the entire day's performance against Key Performance Indicator's (KPI's). BAL measures what it intends to improve and inspects what we expect.

The first page of the EOD report provides an internal SUMMARY recap of Anomalies, On-Time Compliance, Barcode Compliance, Daily Volume, Hours Worked, Average Turnaround, Delivery Metrics and Handheld Compliance. Details outlining any anomalies are presented on the second page of the EOD report.

The second page of the End of Day (EOD) report highlights any open anomalies that have occurred during that day.

Page 2 of End of Day Report

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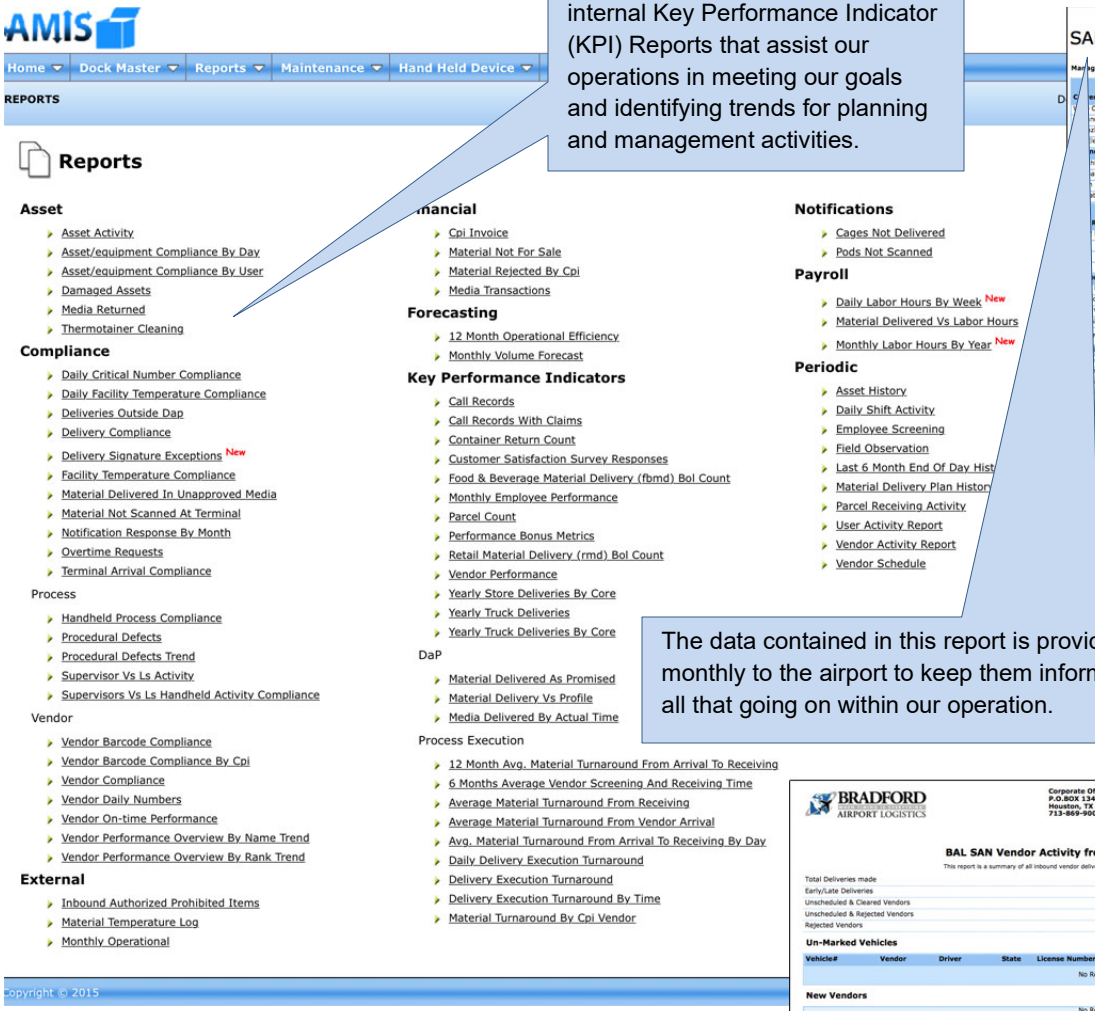
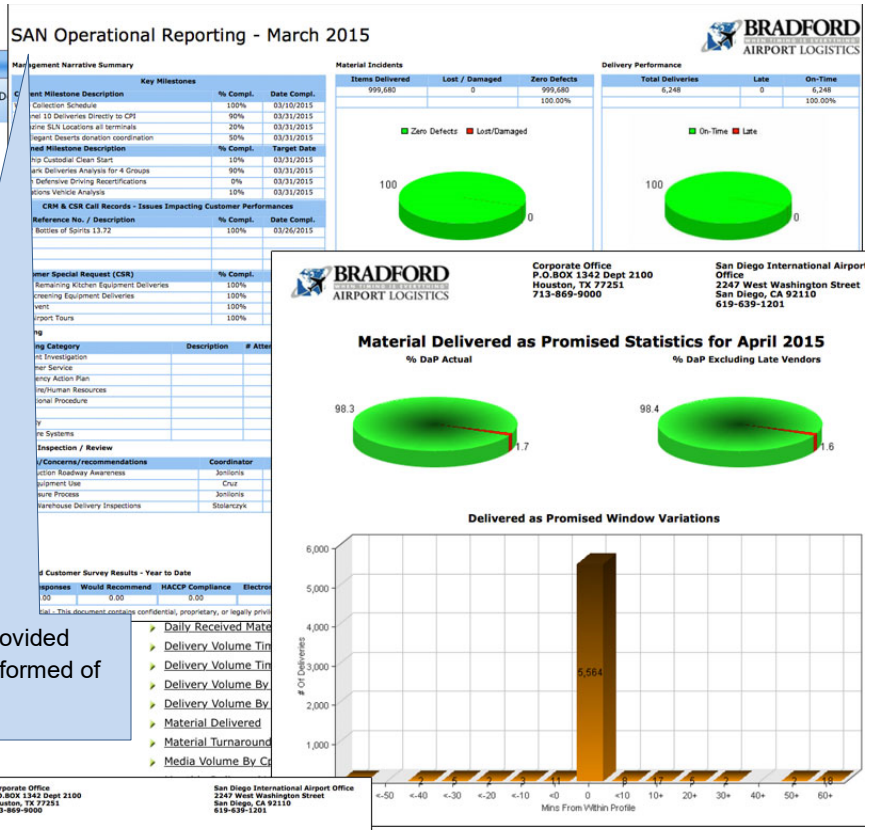
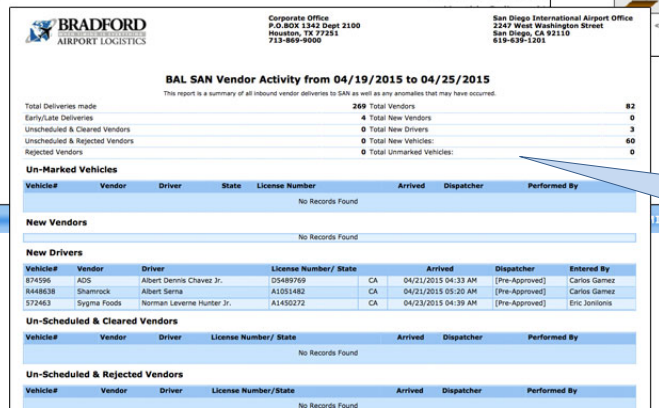
AMIS – KPI Reporting

The following sample reports are internal Key Performance Indicator (KPI) Reports that assist our operations in meeting our goals and identifying trends for planning and management activities.





The data contained in this report is provided monthly to the airport to keep them informed of all that going on within our operation.



The data contained in this report is provided to law enforcement for the validation of anomaly events for vendor arrivals.

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AMIS™ – Asset Management

AMIS affords both our Supervisors as well as our Logistics Specialists, the ability to maintain accountability of all assets required for a safe and efficient operation.

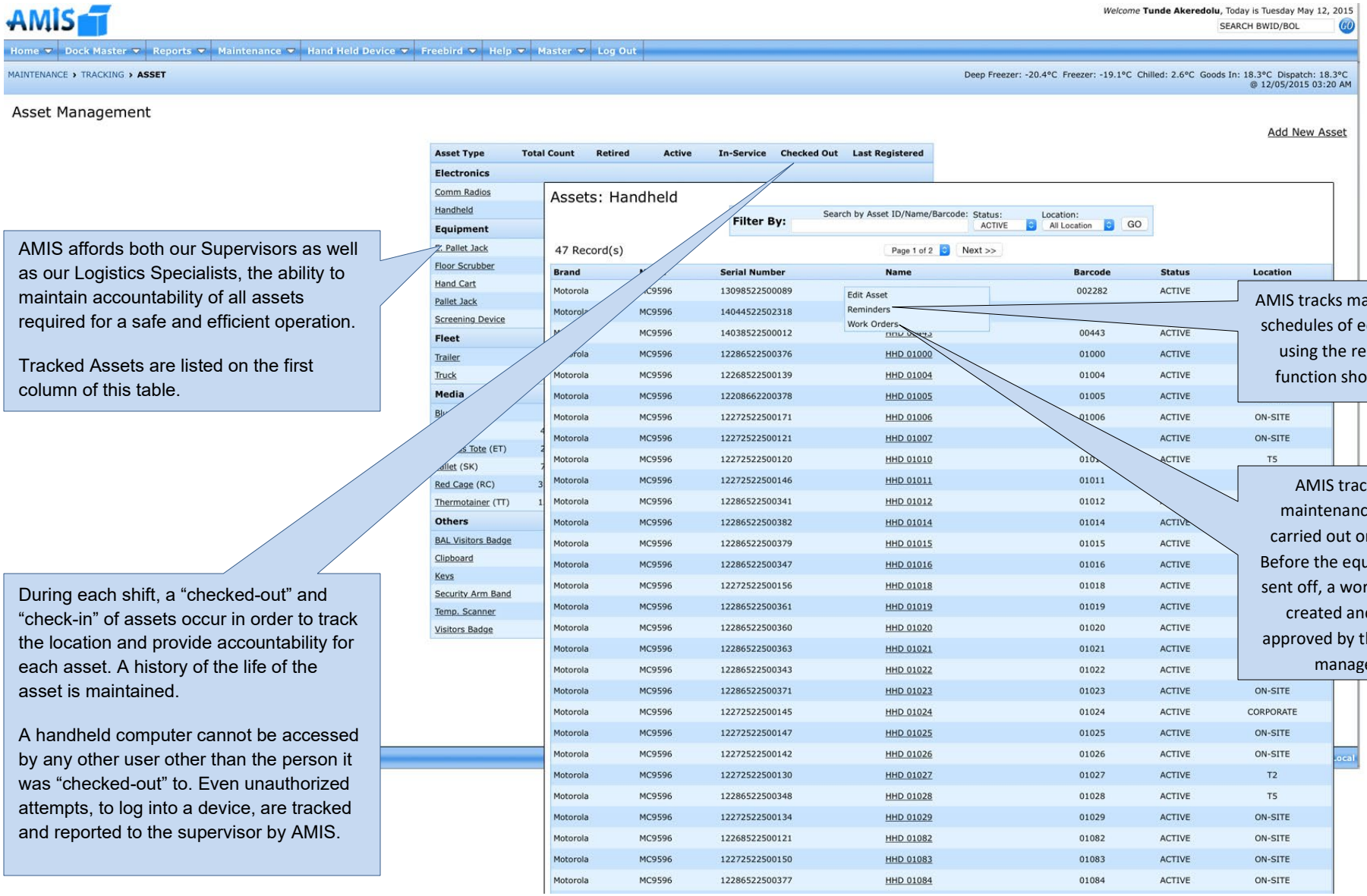
Tracked Assets are listed on the first column of this table.

During each shift, a “checked-out” and “check-in” of assets occur in order to track the location and provide accountability for each asset. A history of the life of the asset is maintained.

A handheld computer cannot be accessed by any other user other than the person it was “checked-out” to. Even unauthorized attempts, to log into a device, are tracked and reported to the supervisor by AMIS.

AMIS tracks maintenance schedules of equipment using the reminder function show here.

AMIS tracks all maintenance work carried out on assets. Before the equipment is sent off, a work order is created and then approved by the facility manager.



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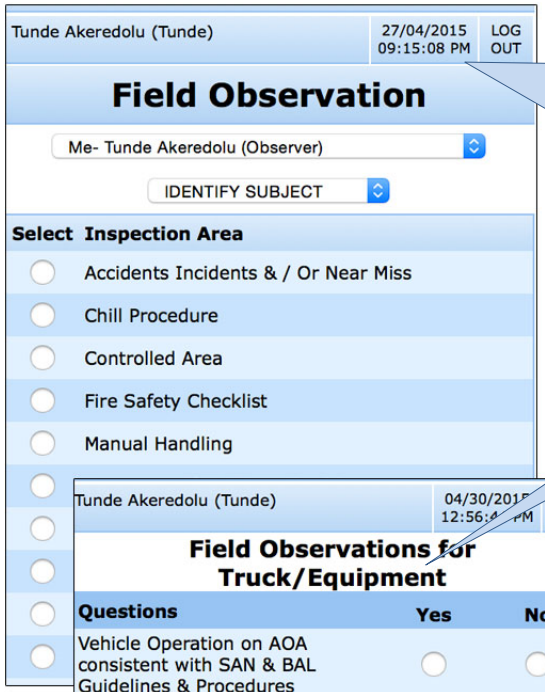
AMIS™ – Field Observation

Handheld Device Function

AMIS afford both our Supervisor as well as our LS's (Logistics Specialists) the ability to make random and routine inspection of key areas of our business.

Every inspection area has critical parameters that require input. Every interface is designed to capture the exact information needed quickly and efficiently. Conditional notification are set that will immediate notify a Supervisor or 3rd party of an issue or circumstance that needs attention. Fast response time and proactive management are by-products of the notifications AMIS auto-initiates.

AMIS logs all observations performed and produces reports like the one listed below.

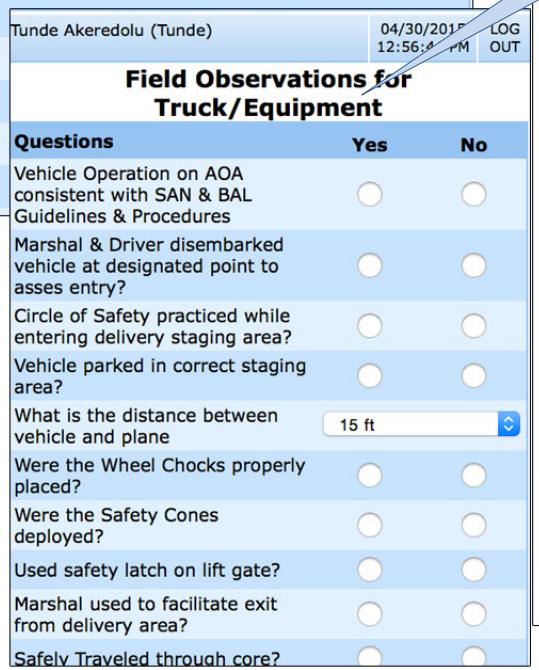

Tunde Akeredolu (Tunde) 27/04/2015 09:15:08 PM LOG OUT

Field Observation

Me- Tunde Akeredolu (Observer)

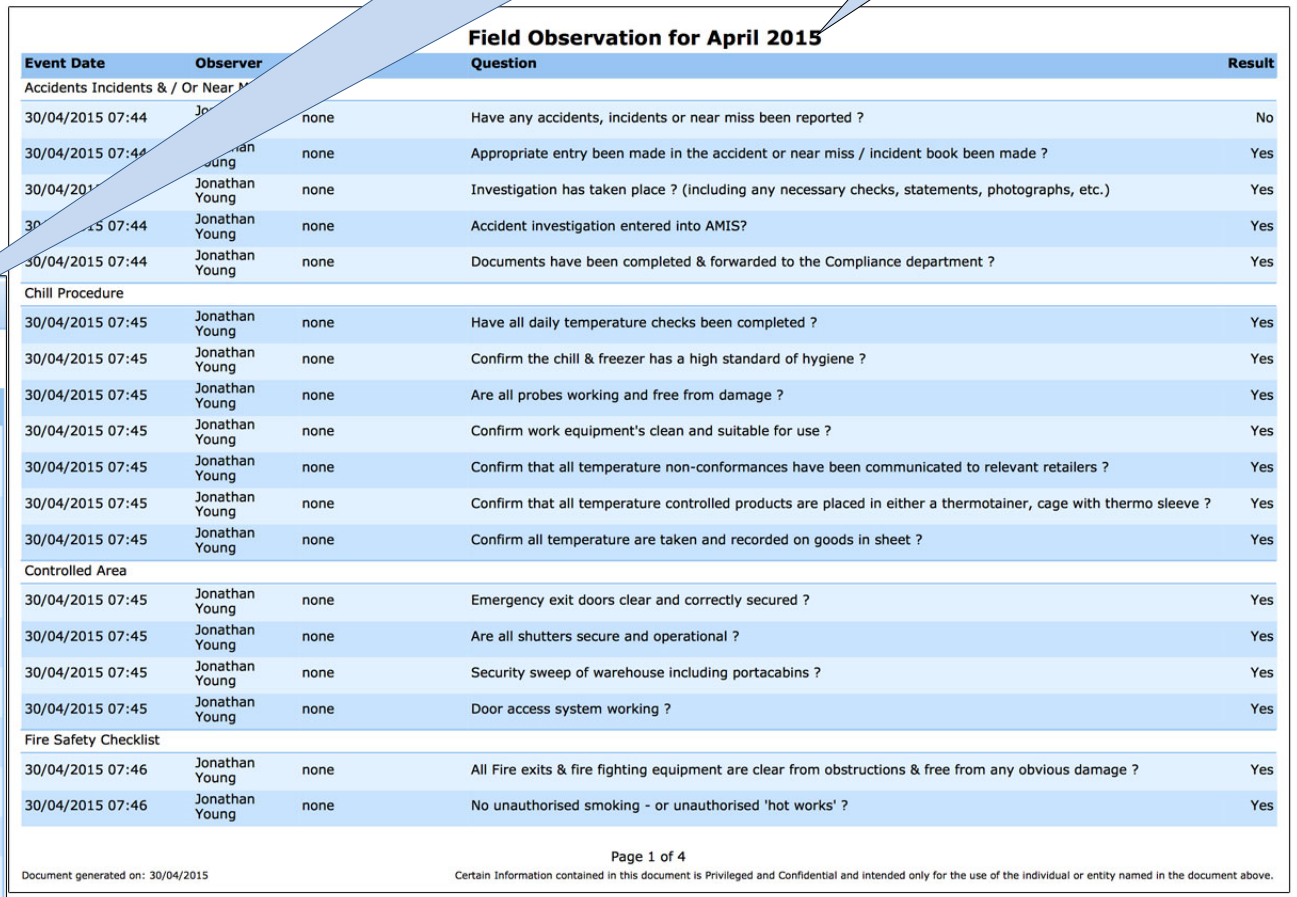
IDENTIFY SUBJECT

Select	Inspection Area
○	Accidents Incidents & / Or Near Miss
○	Chill Procedure
○	Controlled Area
○	Fire Safety Checklist
○	Manual Handling


Tunde Akeredolu (Tunde) 04/30/201[illegible] 12:56:[illegible] PM LOG OUT

Field Observations for Truck/Equipment

Questions	Yes	No
Vehicle Operation on AOA consistent with SAN & BAL Guidelines & Procedures	○	○
Marshal & Driver disembarked vehicle at designated point to asses entry?	○	○
Circle of Safety practiced while entering delivery staging area?	○	○
Vehicle parked in correct staging area?	○	○
What is the distance between vehicle and plane	15 ft	
Were the Wheel Chocks properly placed?	○	○
Were the Safety Cones deployed?	○	○
Used safety latch on lift gate?	○	○
Marshal used to facilitate exit from delivery area?	○	○
Safely Traveled through core?	○	○


Field Observation for April 2015

Event Date	Observer		Question	Result
Accidents Incidents & / Or Near M[illegible]				
30/04/2015 07:44	Jo[illegible]	none	Have any accidents, incidents or near miss been reported ?	No
30/04/2015 07:44	[illegible]an [illegible]oung	none	Appropriate entry been made in the accident or near miss / incident book been made ?	Yes
30/04/201[illegible]	Jonathan Young	none	Investigation has taken place ? (including any necessary checks, statements, photographs, etc.)	Yes
30[illegible] [illegible]5 07:44	Jonathan Young	none	Accident investigation entered into AMIS?	Yes
30/04/2015 07:44	Jonathan Young	none	Documents have been completed & forwarded to the Compliance department ?	Yes
Chill Procedure				
30/04/2015 07:45	Jonathan Young	none	Have all daily temperature checks been completed ?	Yes
30/04/2015 07:45	Jonathan Young	none	Confirm the chill & freezer has a high standard of hygiene ?	Yes
30/04/2015 07:45	Jonathan Young	none	Are all probes working and free from damage ?	Yes
30/04/2015 07:45	Jonathan Young	none	Confirm work equipment's clean and suitable for use ?	Yes
30/04/2015 07:45	Jonathan Young	none	Confirm that all temperature non-conformances have been communicated to relevant retailers ?	Yes
30/04/2015 07:45	Jonathan Young	none	Confirm that all temperature controlled products are placed in either a thermotainer, cage with thermo sleeve ?	Yes
30/04/2015 07:45	Jonathan Young	none	Confirm all temperature are taken and recorded on goods in sheet ?	Yes
Controlled Area				
30/04/2015 07:45	Jonathan Young	none	Emergency exit doors clear and correctly secured ?	Yes
30/04/2015 07:45	Jonathan Young	none	Are all shutters secure and operational ?	Yes
30/04/2015 07:45	Jonathan Young	none	Security sweep of warehouse including portacabins ?	Yes
30/04/2015 07:45	Jonathan Young	none	Door access system working ?	Yes
Fire Safety Checklist				
30/04/2015 07:46	Jonathan Young	none	All Fire exits & fire fighting equipment are clear from obstructions & free from any obvious damage ?	Yes
30/04/2015 07:46	Jonathan Young	none	No unauthorised smoking - or unauthorised 'hot works' ?	Yes

Page 1 of 4

Document generated on: 30/04/2015

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AMIS™ – Employee Training

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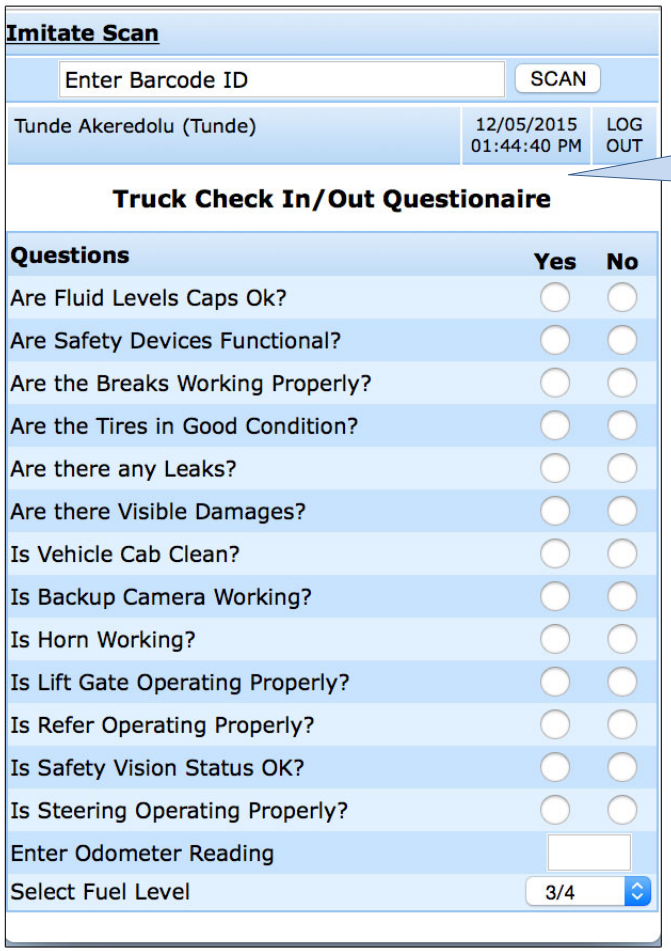
AMIS™ – Equipment Inspection



At the start of every shift, all equipment are inspected and logged in AMIS. Here is an example of the questions asked when a truck is being inspected when checked out and later when checked in.

AMIS also produces a report showing all responses to the equipment inspections performed. This could be viewed, daily, weekly or monthly.

BRADFORD AIRPORT LOGISTICS

Corporate Office
P.O.BOX 1342 Dept 2100
Houston, TX 77251
713-869-9000

San Diego International Airport Office
2247 West Washington Street
San Diego, CA 92110
619-639-1201

Asset Questionaire for May 2015

Question	Response	Asset	Date & Time	Taken By
Is Steering Operating Properly?	Yes	002241	05/01/2015 01:40 AM	Eric Jonilonis
Is Lift Gate Operating Properly?	Yes	002241	05/01/2015 01:40 AM	Eric Jonilonis
Are Fluid Levels Caps Ok?	Yes	002241	05/01/2015 01:40 AM	Eric Jonilonis
Select Fuel Level	Empty	002241	05/01/2015 01:40 AM	Eric Jonilonis
Enter Odometer Reading	No	002241	05/01/2015 01:40 AM	Eric Jonilonis
Is Vehicle Cab Clean?	Yes	002243	05/01/2015 01:41 AM	Eric Jonilonis
Is Safety Vision Status OK?	Yes	002243	05/01/2015 01:41 AM	Eric Jonilonis
Is Backup Camera Working?	Yes	002243	05/01/2015 01:41 AM	Eric Jonilonis
Is Refer Operating Properly?	Yes	002243	05/01/2015 01:41 AM	Eric Jonilonis
Are there Visible Damages?	No	002243	05/01/2015 01:41 AM	Eric Jonilonis
Are the Tires in Good Condition?	Yes	002243	05/01/2015 01:41 AM	Eric Jonilonis
Are there any Leaks?	No	002243	05/01/2015 01:41 AM	Eric Jonilonis
Are Safety Devices Functional?	Yes	002243	05/01/2015 01:41 AM	Eric Jonilonis
Is Horn Working?	Yes	002243	05/01/2015 01:41 AM	Eric Jonilonis
Are the Breaks Working Properly?	Yes	002243	05/01/2015 01:41 AM	Eric Jonilonis
Is Steering Operating Properly?	Yes	002243	05/01/2015 01:41 AM	Eric Jonilonis
Is Lift Gate Operating Properly?	Yes	002243	05/01/2015 01:41 AM	Eric Jonilonis
Are Fluid Levels Caps Ok?	Yes	002243	05/01/2015 01:41 AM	Eric Jonilonis
Select Fuel Level	Empty	002243	05/01/2015 01:41 AM	Eric Jonilonis
Enter Odometer Reading	No	002243	05/01/2015 01:41 AM	Eric Jonilonis

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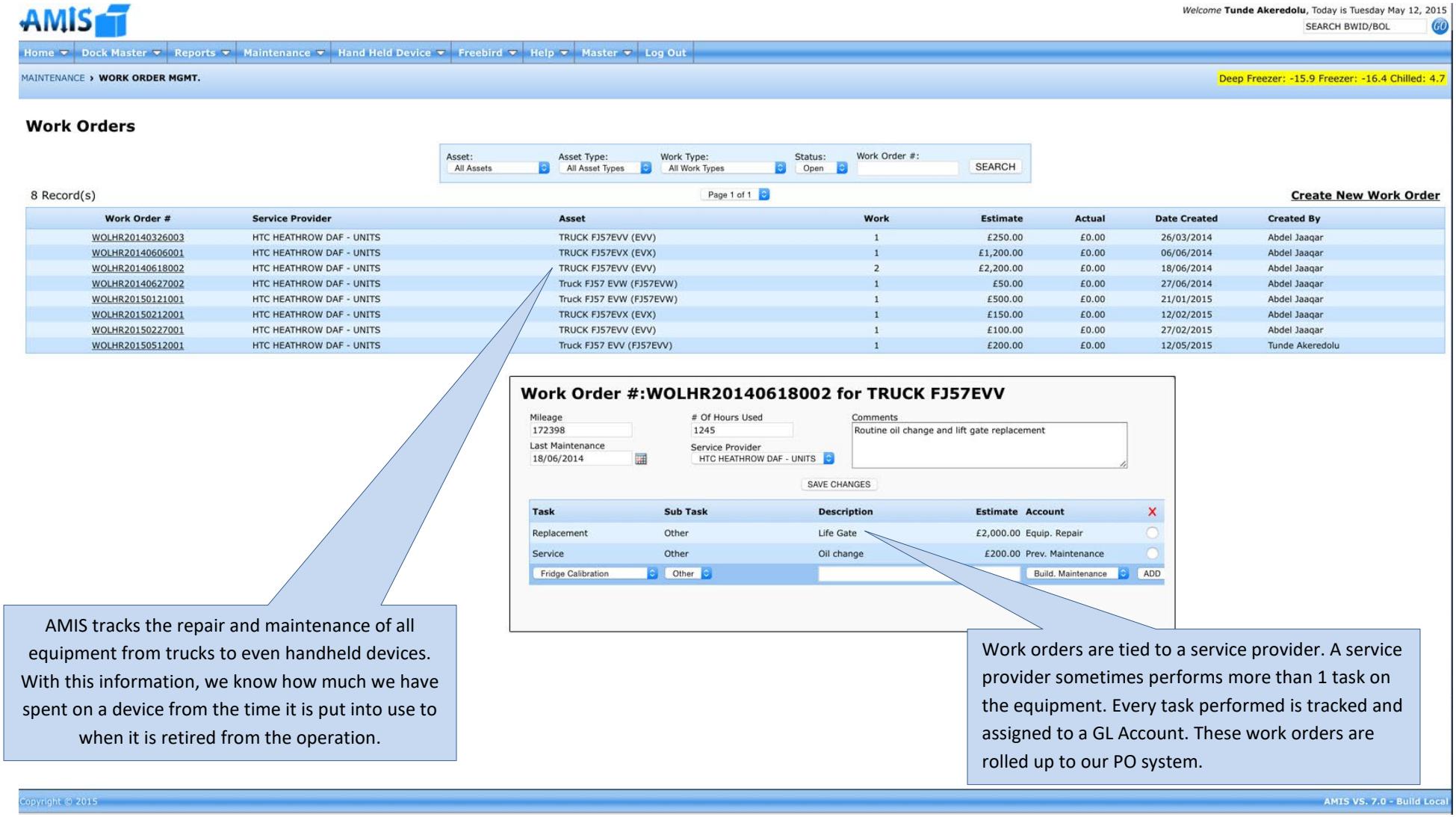
AMIS™ – Equipment Maintenance



AMIS tracks the repair and maintenance of all equipment from trucks to even handheld devices. With this information, we know how much we have spent on a device from the time it is put into use to when it is retired from the operation.

Work orders are tied to a service provider. A service provider sometimes performs more than 1 task on the equipment. Every task performed is tracked and assigned to a GL Account. These work orders are rolled up to our PO system.

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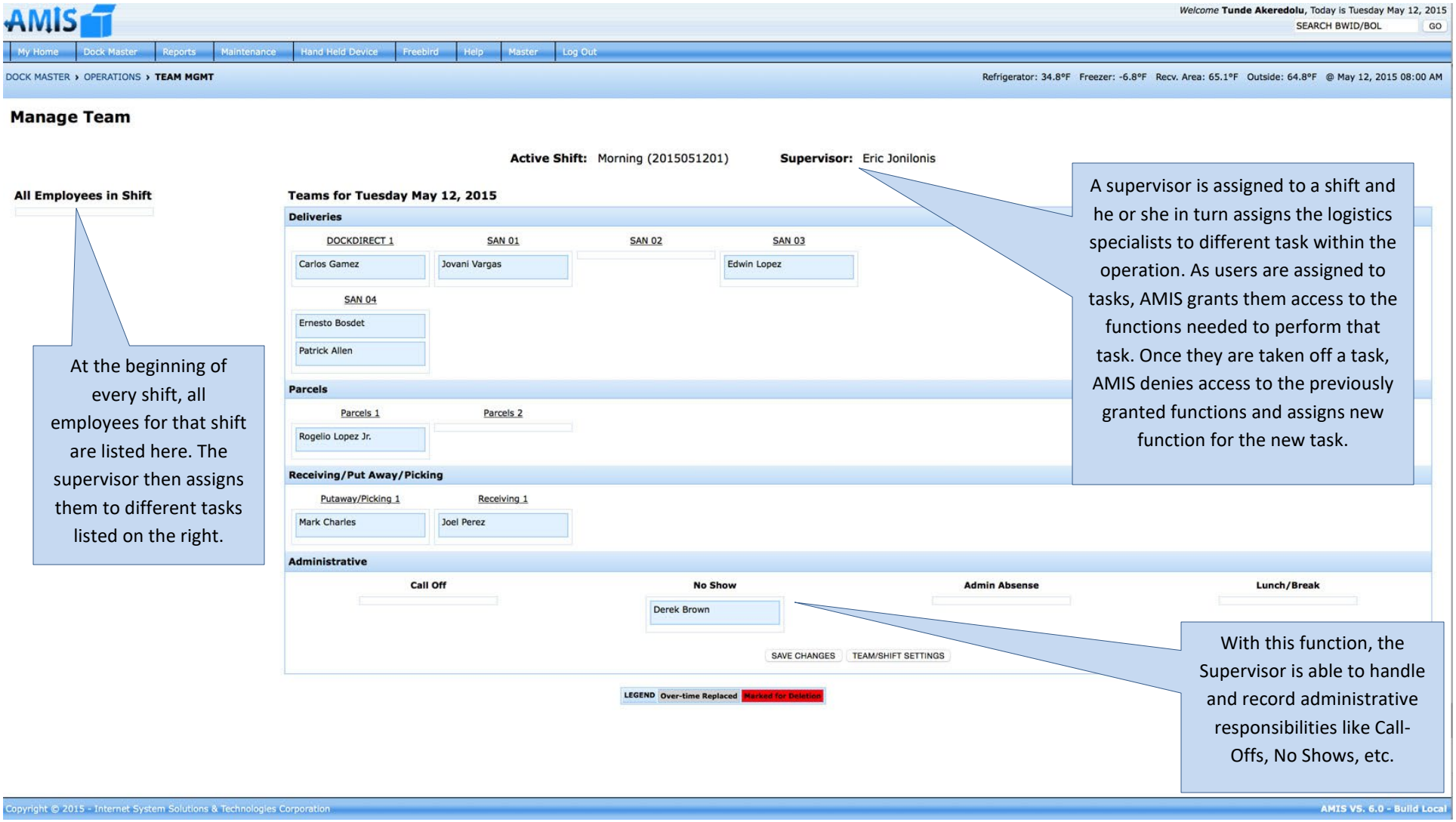
AMIS – Team Management



At the beginning of every shift, all employees for that shift are listed here. The supervisor then assigns them to different tasks listed on the right.

A supervisor is assigned to a shift and he or she in turn assigns the logistics specialists to different task within the operation. As users are assigned to tasks, AMIS grants them access to the functions needed to perform that task. Once they are taken off a task, AMIS denies access to the previously granted functions and assigns new function for the new task.

With this function, the Supervisor is able to handle and record administrative responsibilities like Call-Offs, No Shows, etc.

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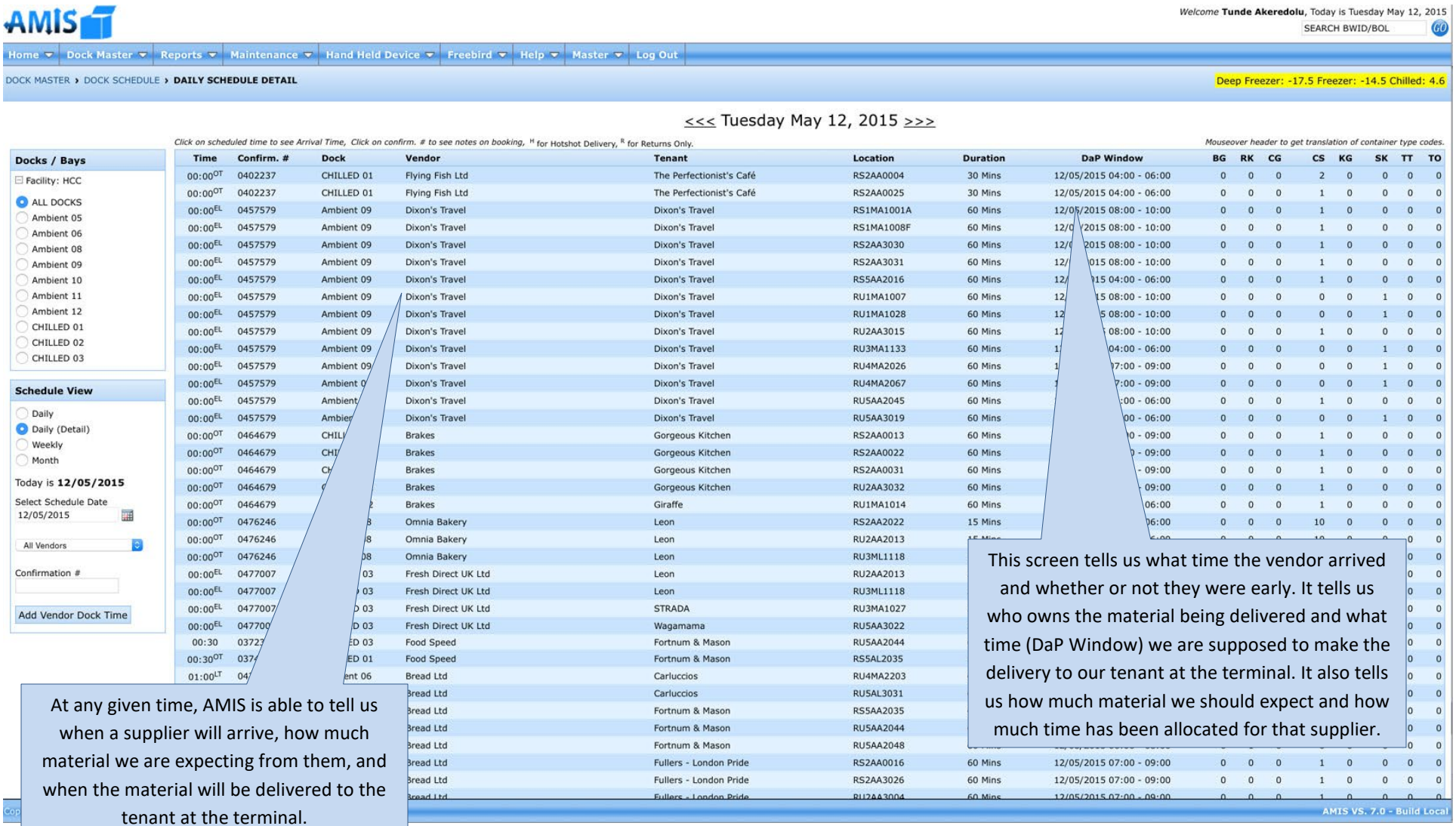
AMIS™ – Dock Schedule Detail



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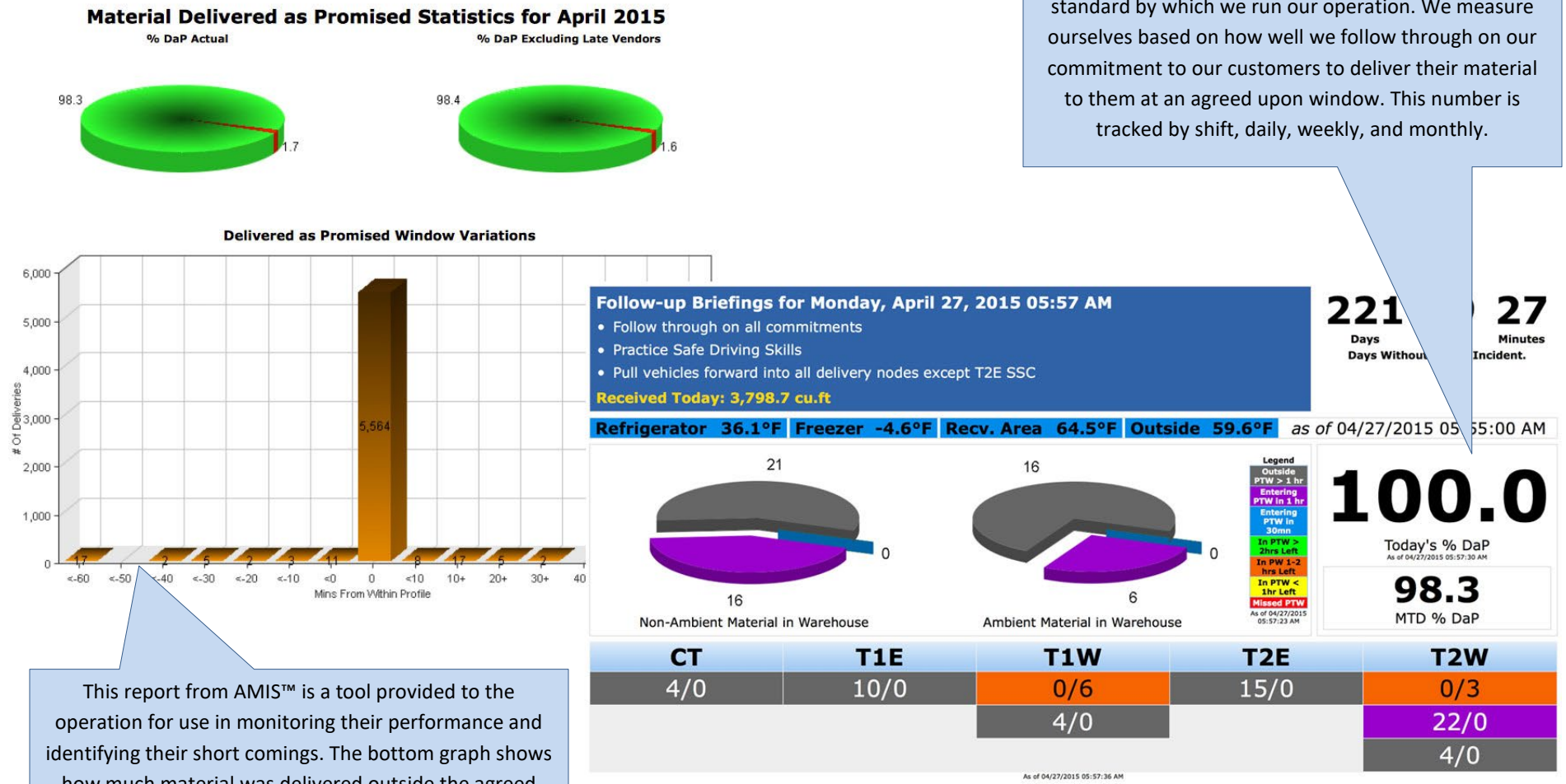
AMIS – Delivered as Promised (DaP)™

BRADFORD AIRPORT LOGISTICS

Corporate Office
P.O.BOX 1342 Dept 2100
Houston, TX 77251
713-869-9000

San Diego International Airport Office
2247 West Washington Street
San Diego, CA 92110
619-639-1201

DaP™ stands for Delivered as Promised. This is gold standard by which we run our operation. We measure ourselves based on how well we follow through on our commitment to our customers to deliver their material to them at an agreed upon window. This number is tracked by shift, daily, weekly, and monthly.



This report from AMIS™ is a tool provided to the operation for use in monitoring their performance and identifying their short comings. The bottom graph shows how much material was delivered outside the agreed upon window and by how much time the window was missed.

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BRADFORD
WHEN TIMING IS EVERYTHING
AIRPORT LOGISTICS

Corporate Office
P.O.BOX 1342 Dept 2100
Houston, TX 77251
713-869-9000

San Diego International Airport Office
2247 West Washington Street
San Diego, CA 92110
619-639-1201

SAN Inbound Material Temperature Log
April 2015

Total Deliveries Checked:	1684 B.O.L.(s)
Total Temperaures Scans Taken:	2067
Total Scans Within Normal Temperatures:	2067 (100.00%)
Total Scans Outside Normal Temperatures:	0 (0.00%)

Date/Time	Vendor	CPI	BOL ID	Product Type	Temp	Result	Comments
04/01/2015 02:22 AM	US Food Service	ARM	001PMI	Frozen	7 °F	Passed	
04/01/2015 02:22 AM	US Food Service	CIO	001PLY	Frozen	7 °F	Passed	
04/01/2015 02:22 AM	US Food Service	CPK	001PMY	Frozen	7 °F	Passed	
04/01/2015 02:22 AM	US Food Service	CRB	001PM2	Frozen	7 °F	Passed	
04/01/2015 02:22 AM	US Food Service	EEX	001PMU	Frozen	7 °F	Passed	
04/01/2015 02:22 AM	US Food Service	GTG	001PMA	Frozen	7 °F	Passed	
04/01/2015 02:22 AM	US Food Service	HMC	001PM6	Frozen	7 °F	Passed	
04/01/2015 02:22 AM	US Food Service	HNG	001PMM	Frozen	7 °F	Passed	
04/01/2015 02:22 AM	US Food Service	PBG	001PLU	Frozen	7 °F	Passed	
04/01/2015 02:22 AM	US Food Service	SBC	001PME	Frozen	7 °F	Passed	
04/01/2015 02:22 AM	US Food Service	SBK	001PMQ	Frozen	7 °F	Passed	
04/01/2015 02:22 AM	US Food Service	SBK	001PN2	Frozen	7 °F	Passed	
04/01/2015 02:22 AM	US Food Service	SSS	001PNA	Frozen	7 °F	Passed	
04/01/2015 02:22 AM	US Food Service	TVP	001PN6	Frozen	7 °F	Passed	
04/01/2015 02:22 AM	US Food Service	ARM	001PMI	Refgr-Non Produce	39 °F	Passed	
04/01/2015 02:22 AM	US Food Service	CIO	001PLY	Refgr-Non Produce	39 °F	Passed	
04/01/2015 02:22 AM	US Food Service	CPK	001PMY	Refgr-Non Produce	39 °F	Passed	
04/01/2015 02:22 AM	US Food Service	CRB	001PM2	Refgr-Non Produce	39 °F	Passed	
04/01/2015 02:22 AM	US Food Service	EEX	001PMU	Refgr-Non Produce	39 °F	Passed	
04/01/2015 02:22 AM	US Food Service	GTG	001PMA	Refgr-Non Produce	39 °F	Passed	
04/01/2015 02:22 AM	US Food Service	HMC	001PM6	Refgr-Non Produce	39 °F	Passed	

When material is presented at the dock by the supplier, AMIS prompts the Logistic Specialists to measure and record the temperature of the material. If the material is within the HACCP acceptable range, AMIS will allow the user proceed to the next step otherwise AMIS rejects the material, creates a Call Record informing the tenant of the decision to reject the material.

Here a log of temperature scans recorded for the month of April 2015.

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Attachment A - Proposer's Certification Form

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

I hereby propose to furnish the goods or services specified in this Solicitation at the prices or rates quoted in my submittal. I agree that my submittal will remain firm for a period of up to ninety (90) days in order to allow the Aviation Authority adequate time to evaluate the submittals.

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

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

Company	***Sworn to and subscribed before me by means of:***
Bradford Airport Logistics, LTD	☒ ***physical presence or ☐ online notarization***
Bidder's Signature	***this day of*** January 11, ***20*** 22
Print Name and Title	***by*** Benjamin Richter ***who is***
Benjamin Richter, CEO, BBMP, LLC	☒ **Personally Known; or** ☐ Produced **Identification.** **Type of identification produced:**
Address:	***[Check applicable box to satisfy identification requirement of FLA. Stat. §117.05)***
720 North Post Oak Rd #450 Houston, TX 77024	**(STATE OF** Texas **Seal**
Date 1/6/22	**COUNTY OF** Harris)
Duns Number 831862391	
Federal Tax Id Number 76-0686758	**Notary Signature:** **Notary Public My Commission Expires:** April 13 2025
Email: brichter@bradford-corp.com	**Printed, typed or stamped commissioned name of Notary Public)** STEPHANIE ANN LOWE Notary ID #129355776 My Commission Expires April 13, 2025

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

Attachment B – Proposal Price Schedule

PROPOSAL PRICE FORM

PURCHASING PROPOSAL 20-22

Proposer's Proposal prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Proposer's costs during the initial term of the Contract must be reflected in its prices set forth in its Proposal. The Aviation Authority shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Proposer's mistake or miscalculation of prices, underestimation of costs, or for any other reason.

The Proposer's Prices shall include the Contractor's portion of social security taxes, unemployment taxes and all other compulsory payroll taxes, worker's compensation insurance costs, costs of any health insurance or other fringe benefit provided to employees, uniform costs, costs of performance bond and U.S. Customs and Border Protection bond, hologram badge and insurance coverage, travel costs, training costs, other overhead costs, profit margin and any other costs or fees the Proposer would expect to receive or recover from the Aviation Authority in performing the services.

The Proposer agrees to furnish and provide all supervision, personnel, labor, parts, tools, materials, transportation, equipment, supplies, fixtures, testing of equipment, personal protective equipment, incidentals, insurance, and performance bond for operating Central Receiving and Distribution Center, to include inspections, for all concessionaires and tenants operating at the Orlando International Airport and all other items necessary or proper for, or incidental to, performing its obligations as described in the Contract Documents.

CENTRAL RECEIVING AND DISTRIBUTION CENTER

TOTAL SEVEN (7) YEAR PROPOSAL PRICE FROM PAGE 91:

Forty-Six Million, Four Hundred Thousand and Forty Dollars $ 46,400,040
(Print Dollar Amount)

Authorized Signature: _____

Name and Title (Typed or Printed): Benjamin Richter, CEO, BBMP, LLC

Date: 1/6/22

MANAGEMENT FEE FOR CRDC SERVICES

This agreement will be eighty-four (84) months in duration and shall be deemed effective on or about March 1, 2022 through February 28, 2029 with one (1) three (3) year option to renew. The Aviation Authority shall pay in arrears, the proposed annual management service fee in thirteen (13) equal installments.

A. Management Fee for CRDC Services[1] Contract Years 1 – 7

Year 1	March1, 2022 – February 28, 2023	$3,706,840
Year 2	March1, 2023 – February 28, 2024	$4,166,430
Year 3	March1, 2024 – February 28, 2025	$4,261,670
Year 4	March1, 2025 – February 28, 2026	$4,377,440
Year 5	March1, 2026 – February 28, 2027	$4,491,460
Year 6	March 1, 2027 – February 28, 2028	$4,615,990
Year 7	March 1, 2028 – February 28, 2029	$4,745,070
	SUB – TOTAL A	**$ 30,364,900.00**

B. Reimbursable Payroll and Operating Expense Budget[2] (Not-to-Exceed Amount)

Year 1	March 1, 2022 – February 28, 2023	$1,118,480	Annual
Year 2	March 1, 2023 – February 28, 2024	$2,312,360	Annual
Year 3	March 1, 2024 – February 28, 2025	$2,368,570	Annual
Year 4	March 1, 2026 – February 28, 2026	$2,452,360	Annual
Year 5	March 1, 2026 – February 28, 2027	$2,508,030	Annual
Year 6	March 1, 2027 – February 28, 2028	$2,593,980	Annual
Year 7	March 1, 2028 – February 28, 2029	$2,681,360	Annual
	SUB – TOTAL B	**$16,035,140.00**	

TOTAL YEAR SEVEN (7) COST (LINE A + LINE B)	**$ 46,400,040.00** (Enter Total Here and on Page 90)

[1]Management Fee shall include all costs as listed in Section 3.14. Provide a backup detailing the management fees for each year 1 thru 7. **See Exhibit 5.**

[2]Reimbursable Expense Budget shall include all costs as outlined in Section 3.15. Contractor's aggregate annual invoices shall not exceed the total as stated above for Years 1 thru 7. It is estimated that 48 FTE reimbursable will be needed for the performance of this Contract. The Aviation Authority believes that this estimate fairly describes the scope of work under ordinary circumstances; however, the number of FTE employees may range between 43 and 53 as actual conditions may cause the number of employees to be adjusted accordingly. The Aviation Authority shall only reimburse for the positions requested and approved by the Aviation Authority and satisfactorily provided by the Contractor.

Notes to Management Fee for CRDC Services,
Reimbursable Payroll and Operating Expense Budget

Bradford is submitting a lower Not-to-Exceed Amount in the Reimbursable Payroll and Operating Expense Budget. We have built a number of safeguards in order to verify that the right staffing levels are being utilized to support an operation. Based on our in-depth expertise gained through 21 years of operating CRDC's, vast amount of data collection from live airport CRDC operations of various sizes, and 51 airport logistics consulting studies, it is now a science to know exactly the right staffing level. Plus, from experience we know that our AMIS™ System historically enables us to use less staff from inception while also achieving higher productivity overtime. Additionally, we do not have clerical or administrative staff at any of our U.S. locations.

Our Not-To-Exceed Reimbursable Payroll and Management Fee is based on the following key payroll assumptions:

- ✓ First year Not-to-Exceed Labor for the STC consists of 11 FT Logistics Specialists (LS), 2 FT Operations Supervisors (OS) and a Facility Manager (FM).
- ✓ Then as the NTC and STC both go operationally live, the staff increases to 39 FT Logistics Specialists (LS), 3 FT Operations Supervisors (OS), 1 Senior Operations Supervisor (SOS), 1 Customer Terminal Integration Manager (CTIM), and a Facility Manager (FM).
- ✓ Over the term of the contract our FT Logistics Specialists (LS) increases to 43.

As we always do, BAL has reviewed two separate compensation studies to ensure the right labor rate is being utilized. Our HR partner, Insperity performed a formal Orlando area wage analysis for our type of worker skillset. Then BAL independently performs our own analysis.

Based on those two studies which are being impacted by rising market labor rates, the compensation plan is: LS - $18.00/hr. with a $.25/hr. increase after 6 months tenure. Thereafter, a 3% annual increase has been incorporated into the financials.

Most importantly, our LS rate is higher than the typical warehouse LS worker in the Orlando area for three reasons: (i) all BAL workers are cross-trained to perform all LS activities (ii) our LS drive trucks on the ramp around aircraft so they must have strong driving skills (iii) to maintain a stable workforce. This enables us to attract a qualified workforce fit for purpose so less staff can be utilized to perform scope.

Explanation of Management Fee Expenses that Need Further Description

Corporate Overhead – BAL corporate overhead is comprised of all of our costs incurred to run the administrative side of our business. It is those expenses that cannot be directly charged to the field location. The total of this cost is then allocated across our system to all of our locations. It usually ranges between 6.5% - 7%.

Corporate Profit – 10% is the minimum that our board, investors, and the bank expects.

PEO – We have also utilized Insperity for our HR support since inception. Insperity is the largest Professional Employer Organization in North America. Insperity provides Fortune 500 level benefits, HR Admin, Payroll Management, Risk Management, HR Compliance and Recruiting including background screening. We had to move a significant portion of these expenses to the Management Fee Category per RFP.

Performance and Customs Bond – based on going rates in the surety marketplace that we are being charged which primarily ranges 2%-2.5% allocated against revenue. A number of factors are taking into consideration when establishing rates.

Workers Compensation – 3.6% is the current rate that we are being charged. It varies annually based on worker compensation claims (dollars and number).

Insurance – Varies per year based on our track record along with the industry's track record. We have a very comprehensive list of coverages being carried: Commercial Package, Commercial Umbrella, Excess Commercial Liability, Commercial Cyber Liability, Pollution Liability, Commercial Crime, Motor Truck Cargo, Inland Marine, Auto/Trucks including AOA, Premises Coverage including Equipment.`

Miscellaneous – These transactions are for amounts so small that we do not categorizing in a separate account. Tools, Badging, Shipping, etc.

Recruiting and Training – It is abnormally high for the first year due to the start of services. We kept a small amount for recurring recruiting and included costs for one week of training each year per employee.

It Contract Costs – Since inception 21 years ago, our IT group has worked with ISST for obtaining specific areas of IT support. This includes furnishing OPEX equipment, warranty agreement/services, help desk (365 days/24 hrs./year), hardware integration, software licenses, audits, and an IT communication network for each location. More specifically this category consists of the following annual cost elements:

- **Information Technology OPEX - breakout of expense by category:** IT Equipment Lease / Management Expense - $303,712.50 per year. This total expense investment provides for the comprehensive Information Technology platform that delivers and supports Bradford's AMIS™ (Airport Material Intelligence System) as well as the backbone information systems for operations, security, and communications. Bradford OPEX

commitment supports the procurement of managed leased computer hardware systems, software licensing, warranty, and support services. The Table below provides details of this major computer hardware equipment (security-sensitive).

The equipment includes: Servers (AMIS™, Access Control, CCTV, Backup/Staging), Network Switches/Routers, Firewall / Network Security Devices, Remote Access Control Systems, HHC's (Motorola TC-72 Handheld Computers), Network Wi-Fi Access Points, Network Sever System Racks / Cable Management, Operations and Supervisor Workstations / Laptops, IP Phones / IP Conference Systems, Biometric Time-Clock Systems, Network Printers / Network Barcode Printer, Network Document and Credentialling Scanners, Mobile Video-Conference Training Cart(s), VSMDT Delivery-Vehicle Remote-View AMIS™ Integration Module, VSMDT Delivery-Vehicle Geo-Fencing AMIS™ Integration Module, CCTV AMIS™ Integration Modules, Trace-Element / X-Ray AMIS™ Integration Modules, Truck Cyber-Lock AMIS™ Integration Modules

- **IT Support / Warranty Expense** - $65,747.50 per year
- **IT Software / Audit Expense** - $185,000 per year
- **IT Communications - Network & Telco Expense** - $36,000 per year

Attachment C - Addendum Receipt Verification

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

Addendum No. 1 Dated 12/7/21

Addendum No. 2 Dated 12/14/21

Addendum No. 3 Dated 12/21/21

Addendum No. 4 Dated 1/11/22

Addendum No. _____ Dated _____

Bradford Airport Logistics, LTD
Company

Signature

Benjamin Richter
Print Name

CEO, BBMP,LLC
Title

Attachment D - Proposer's Questionnaire

The following questionnaire is to be completed by the Proposer and provided with its Proposal submittal.

1. CONTACT INFORMATION

Name of Company	Bradford Airport Logistics, LTD
Contact Individual	Nyle Marmion
Contact Address	720 North Post Oak Road, Suite 450
City, State, Zip	Houston, TX 77024
Telephone Number	619-990-7938
Email Address	nmarmion@bradford-corp.com

2. AUTHORIZED SIGNATORIES

The Proposer represents that the following persons are authorized to sign Proposals, and/or sign Contracts and related documents to which the Proposer will be duly bound. The Aviation Authority will verify all named signatories on Sunbiz.org. If the authorized person is not registered on www.Sunbiz.org, the Proposer should provide with their Proposal submittal proof of authorization.

Name	Title	Indicate Principal or Authorized Authority
Benjamin Richter	CEO, BBMP, LLC	Authorized Authority

3. **REFERENCES**: List a minimum of three (3) and no more than five (5) customers for the services specified in the solicitation in the spaces provided. References shall be for work **substantially similar in scope and magnitude** satisfactorily completed and shall be able to validate the Proposer's capabilities and experience. **Note:** A contact person shall be someone who has personal knowledge of the Proposer's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the Aviation Authority may be contacting them. Do not list persons who will be unable to answer specific questions regarding the requirements.

Attachment E - Conflict of Interest Disclosure Form

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

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

Comments:
Not applicable.

Acknowledged by:
Benjamin Richter

Firm Name:
Bradford Airport Logistics, LTD

Signature of Authorized Representative:

Name and Title (Print or Type):
Benjamin Richter, CEO, BBMP, LLC

Date:
1/6/22

Attachment F - Certification Regarding Prohibition Against Contracting with Scrutinized Companies

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

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

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

Name of Proposer: Bradford Airport Logistics

By: _____
(Authorized Signature)

Title: CEO, BBMP, LLC

Date: 1/6/22

ATTACHMENT G

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

Proposer: Name Bradford Airport Logistics

Address 720 North Post Oak Lane, Suite 450

City Houston State TX Zip 77024

MWBE Firm: Name Creative Management Technology, Inc.

Address 5460 Village Dr

City Rockledge State FL Zip 32955

MWBE Contact: Name: Trox Austell Phone (321) 750-2611

Email: txaustell@cmtfl.com

MWBE Certification Agency GOAA Expiration Date 6/18/22

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

Scope of Work	Quantity	Rates	Total
Logistics Consulting and Purchases			$ 2,231,859 (est.)

Year 1:$ 2,231,859 (est.)

Year 2:$

Year 3:$

Year 4:$

Year 5:$

Year 6:$

Year 7:$

Total Term Value: $ 2,231,859 (est.) Percent of Total Proposal: 4.8 %

AFFIRMATION:

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

By: _____ CEO 1/13/22

(MWBE Owner's Signature) (Title) (Date)

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

By: _____ CEO, BBMP, LLC 1/13/22

(Proposer's Authorized Signature) (Title) (Date)

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

ORLANDO INTERNATIONAL AIRPORT | MCO

Orlando International Airport
5850 B Cargo Road
Orlando, Florida 32827-4399
Phone: (407) 825-7133
Fax: (407) 825-3004

July 15, 2021

Mr. Trox Austell
Creative Management Technology, Inc.
5460 Village Drive
Rockledge, FL 32955

Disadvantaged Business Enterprise (DBE) Certification
Airport Concessions Disadvantaged Business Enterprise (ACDBE) Certification
Anniversary Date: June 18, 2022

Dear Mr. Austell:

The Small Business Development Department of the Greater Orlando Aviation Authority (Authority) has reviewed the **No Change Declaration Affidavit (NCD)** along with the supporting documentation, submitted on behalf of **Creative Management Technology, Inc.** to determine whether the entity continues to meet the **Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE)** eligibility requirements of **49 CFR, PART 26.** I am pleased to inform you that your firm remains eligible for DBE/ACDBE certification in accordance with **49 CFR, PART 26 and PART 23.**

Your firm has been certified under the North American Industry Classification System (NAICS) Codes listed on page 2 of this letter.

Your firm will be listed in **Florida's Unified Certification Program (UCP) DBE Directory** which can be accessed via the Florida Department of Transportation's (FDOT) website at https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory. As long as the firm is listed as a DBE/ACDBE in Florida's UCP DBE Directory, it is considered DBE/ACDBE Certified by all Members of the Florida UCP.

DBE/ACDBE certification is NOT a guarantee of work, but enables the firm to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA, and FHWA) projects in Florida as a DBE/ACDBE contractor, sub-contractor, consultant, and sub-consultant or material supplier.

DBE/ACDBE certification is continuing from the date of this letter. However, it is contingent upon the firm renewing its eligibility annually. Your current Anniversary Date is **June 18, 2022.** For continued eligibility, a **No Change Declaration (NCD)** form must be submitted to our office annually. While we will make every attempt to notify you prior to the anniversary date of your certification, it is ultimately your responsibility to provide a NCD to our office. You may complete your NCD online at https://goaa.diversitycompliance.com. To help facilitate the processing of your NCD prior to your anniversary date, **please submit your NCD and all required documentation ninety (90) days in advance of your anniversary date.** Failure to timely submit your annual NCD may result in the removal of your firm as a **DBE/ACDBE.**

If there is a material change in the firm, including, but not limited to: ownership, officers, directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm, you must promptly notify this office in writing. Notification should include supporting documentation.

July 15, 2021

Trox Austell
Creative Management Technology, Inc.

Creative Management Technology, Inc. is Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) Certified by the Greater Orlando Aviation Authority under the following NAICS Commodity Codes/Area(s) of Specialty:

NAICS 541614: LOGISTICS AND INTEGRATED SUPPLY CHAIN MANAGEMENT CONSULTING SERVICES
NAICS 561210: FACILITIES (EXCEPT COMPUTER OPERATION) SUPPORT SERVICES
NAICS 561720: JANITORIAL SERVICES

Congratulations on your certification. Your anniversary date is **June 18, 2022.** Please contact our office at 407- 825-7133 or certifications@goaa.org if you have any questions or if we can be of any assistance.

Sincerely,

George I. Morning
Director, Small Business Development Department

ATTACHMENT G

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

Proposer: Name Bradford Airport Logistics

Address 720 North Post Oak Lane

City Houston State TX Zip 77024

MWBE Firm: Name Gomez Construction Company

Address 750 Jackson Ave

City Winter Park State FL Zip 32789

MWBE Contact: Name: Bob Lacey Phone (407) 468-5573

Email: rlacey@gomezconstruction.com

MWBE Certification Agency: City of Orlando Expiration Date 1/31/23

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

Scope of Work	Quantity	Rates	Total
General Contracting - CRDC			$1,880,000 (estimated)

Year 1:$ 1,880,000 (estimated) Year 2:$

Year 3:$ Year 4:$

Year 5:$ Year 6:$

Year 7:$

Total Term Value: $ 1,880,000 (estimated) Percent of Total Proposal: 4.1 %

AFFIRMATION:

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

By: _____ President 1/13/22
(MWBE Owner's Signature) (Title) (Date)

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

By: _____ CEO, BBMP, LLC 1/13/22
(Proposer's Authorized Signature) (Title) (Date)

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

CITY OF ORLANDO

January 4, 2022

Mr. Orlando Gomez
Gomez Construction Company
750 Jackson Avenue
Winter Park, FL 32789

e-mail: ogomez@gomezconstruction.com

SUBJECT: CITY OF ORLANDO MWBE CERTIFICATION AWARD LETTER

Dear Mr. Gomez:

We are pleased to inform you that Gomez Construction Company has been certified as a MBE by the City of Orlando. This certification is valid until 1/31/2023. This Certification is specifically for the approved line(s) of business specified and does not automatically certify your company in any other commodity or service. Gomez Construction Company will be listed in the City of Orlando's MWBE Directory with the certified line(s) business listed on the following page. The directory can be accessed via the City's internet at link provided below.

https://cityoforlando.mwdbe.com/directory.asp

As a condition of continued certification you must file a Re-Certification Application not less than sixty (60) days prior to the date of expiration of the existing certification. Failure to file this application will result in the termination of your certification. However, if at any time the ownership, control, location and/or minority/women-owned business status of your firm changes, the City of Orlando MBE Official should be notified immediately of the changes.

Please be advised that all MWBE provisions of Chapter 57, Articles II & III of the Code of the City of Orlando must be maintained in order for your firm to retain its MWBE Certification status. Be advised that failure to maintain compliance with the above noted requirements will result in termination of certification.

Your firm's participation on City of Orlando contracts will be credited only toward MBE goals for the certified line(s) of business listed. While your participation on City of Orlando contracts is not limited to your certified line(s) of business, credit towards MBE goals will be given only for work done in the area(s) which your firm is certified for.

Thank you for your continued interest in the City of Orlando's program.

Sincerely,

Janeiro Coulter

Janeiro Coulter, MBE Division Manager

CITY OF ORLANDO

CITY OF ORLANDO M/WBE CERTIFICATION AWARD LETTER

EXPIRATION DATE: 1/31/2023

CERTIFICATION NUMBER: 20078884

CERTIFICATION TYPE: MBE

COMPANY NAME: Gomez Construction Company
750 Jackson Avenue
Winter Park, FL 32789

OWNER NAME: ORLANDO GOMEZ

CERTIFIED LINE(S) OF BUSINESS/SPECIALTY AREA(S):

General Contractor

EXECUTIVE OFFICES • MINORITY BUSINESS ENTERPRISE DIVISION
Orlando City Hall · 400 South Orange Avenue · Eighth Floor
PO Box 4990 · Orlando, FL 32802-4990
P 407.246.2623 · F 407.245.0000 · cityoforlando.net

ATTACHMENT H

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

Bradford Airport Logistics, LTD.

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

720 N Post Oak Rd, STE 450

Requester's name and address (optional)

6 City, state, and ZIP code

Houston, TX 77024

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

7	6	–	0	6	8	6	7	5	8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 10/1/2020

General Instructions

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

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

Purpose of Form

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

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

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

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

ATTACHMENT I

Commercial Group

Alliant

December 29, 2021

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

Re: RFP 20-22 (Central Receiving and Distribution Center for MCO)

To Whom It May Concern:

Bradford Airport Logistics has been a client of our firm since May of 2005. For this period of time, we have not experienced any premium payment issues for any policies placed through our office. Their loss experience has also been excellent with only a couple of minor claims on their general liability and automobile policies.

In addition, we have reviewed the insurance requirements set forth in section 3.6 of the RFP issued by the Greater Orlando Aviation Authority. We do not anticipate any issues with the insurance program written for Bradford Airport Logisics complying with these requirements.

Please feel free to contact me should you need any additional information.

Very truly yours,

Steven Lux
Vice President

ATTACHMENT J

January 5, 2022

RE: Bradford Airport Logistics

To Whom It May Concern,

We understand that preliminary discussions are taking place regarding a project that may include the above referenced Insured. International Fidelity Insurance Company is pleased to share our experience with Bradford Airport Logistics (BAL).

International Fidelity Insurance Company has been engaged in the surety program of BAL since May of 2009. During that time we have underwritten bonds for single projects up to $2,316,612.00.

In previous years, we had also preliminarily approved a contract between the Insured and Los Angeles International Airport in the $7 to $8 million dollar range and would have underwritten the bond had it ultimately been necessary.

We have had favorable experiences and continue to have a high regard for BAL. They have met all obligations, have not had any claims and we no longer require collateral for their current bonds. We would look forward to entertaining bond requests for future projects as they arise.

This letter is not an assumption of liability and is issued only as a prequalification reference request from our client. It should be understood that any arrangement for bonds is strictly a matter between BAL and International Fidelity Insurance Company.

Regards,

D. Nicholas Blaikie

D. Nicholas Blaikie
Attorney-in-fact