Board Date: 1/18/2023
Item #: 6-D
Documentary No. 101582

GREATER ORLANDO AVIATION AUTHORITY

RFP NO.: 23-105-B-RFP

Security Services

Contractor: Ms. Christine Mueller, Executive Vice-President
Covenant Aviation Security, LLC (CAS)
400 Quadrangle Drive, Suite A
Bolingbrook, IL 60440

AAR: **Michael Karamarkovich**
Security Manager

SPA: **Janice K. Hughes, CPPB**

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CONTRACT

This Agreement/Contract is made and entered into effective as of the 17th day of February 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called the Aviation Authority, and **COVENANT AVIATION SECURITY, LLC**, 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 provide security services for the Greater Orlando Aviation Authority related to personnel screening and security area monitoring services, to include, but not be limited to, access control, vehicle search services, foot/vehicle patrol services, searches of persons, searches of property, and searches of equipment at multiple locations located throughout the Orlando International Airport, performing its obligations under **Purchasing Proposal 23-105-B-RFP, Security Services at the Orlando International Airport,** in accordance with the Contract Documents which consist of the Contract, Proposal Price Form Page, 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.

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 Form 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

Kevin Thibault
Chief Executive Officer
Feb 16 2023 7:39 AM
DocuSign

By:_____

Official Seal

Erin Keller
Board Services Coordinator
Feb 16 2023 3:07 PM
DocuSign

Its:_____

Date:_____

Attest:

Erin Keller
Board Services Coordinator
Feb 16 2023 3:07 PM
DocuSign

_____
Secretary

WITNESSED BY:

"CONTRACTOR"

COVENANT AVIATION SECURITY, LLC

By: Christine M. Mueller (Seal)
(Signature of Owner or General Partner)

Its: VP FINANCE
(Title)

CHRISTINE M. MUELLER
Name of Owner or General Partner Printed or Typed

Date:_____

Approved as to Form and Legality
this 13 day of February, 20 23
Nelson Mullins Riley & Scarborough, LLP
By_____
Greater Orlando Aviation Authority

Performance Bond No.: PB10471600234

Performance Bond Expiration Date: April 1, 2026

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS that Covenant Aviation Security, LLC, hereinafter called Principal, and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of the State of Pennsylvania 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 23-105-B-RFP Security Services at the 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 20th day of January, 2023, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to the authority of its governing body.

Signed, sealed and delivered in the presence of:

Covenant Aviation Security, LLC

Principal (Name of Contractor)

Witness

By: _____
(Signature)

Witness

Its: VP FINANCE
(Title)

(Seal)

Philadelphia Indemnity Insurance Company

Name of Surety

Witness Alexa Costello

By: _____
(Signature)

Witness Sinem Nava

Its: Stephen Kazmer
(Title)

Address: 1411 Opus Place, Ste. 450, Downers Grove, IL 60515

Telephone No.: 630-468-5600

Fax No.: N/A

E-Mail Address: Stephen.Kazmer@hubinternational.com

(Countersignature by Florida Licensed Agent) Stephen Kazmer #A137801

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.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Stephen Kazmer, James Moore and Melissa Schmidt of Hub International Midwest Limited** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20th day of January, 23

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

State of Illinois }
} ss.
County of DuPage }

On January 20, 2023, before me, Melissa Schmidt, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Stephen Kazmer known to me to be Attorney-in-Fact of Philadelphia Indemnity Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires May 14, 2024

OFFICIAL SEAL
MELISSA SCHMIDT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/14/24

Melissa Schmidt, Notary Public

Commission No. 697164

OATH OF SECRETARY

GREATER ORLANDO AVIATION AUTHORITY

I, Jerry E. Park, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and/or Payment Bonds; that Christine M. Mueller who signed the said Bond(s) on behalf of the Principal was then Vice President Finance 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 the authority of its governing body.

Secretary

(Corporate Seal)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/19/2023

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

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

PRODUCER	CONTACT NAME: CSU Chicago	
HUB International Midwest Limited 55 East Jackson Boulevard Chicago IL 60604	PHONE (A/C, No, Ext): 312-922-5000	FAX (A/C, No):
	E-MAIL ADDRESS: CSUchicago@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ACE American Insurance Company	22667
INSURED Covenant Aviation Security, LLC, CAS Holdings Inc, Covenant Services Worldwide, LLC And any subsidiary thereof 1112 W. Boughton Rd., #355 Bolingbrook IL 60440	INSURER B : Global Aerospace	
	INSURER C : Indemnity Insurance Company of NA	43575
	INSURER D : Scottsdale Insurance Company	41297
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2015101592 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Auto Liab Cov GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			287545/22	11/1/2022	11/1/2023	EACH OCCURRENCE	$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 25,000,000
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$ 5,000,000
								$
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CAL H10765821	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
D	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			XLS2000741	11/1/2022	11/1/2023	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C50732800	11/1/2022	11/1/2023	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)

Aviation General Liability Schedule of Insurers for the period of November 1, 2022 to November 1, 2023:

Member Companies of Global Aerospace, Inc.
Mitsui Sumitomo Insurance Company of America: NAIC # 20362
Tokio Marine Specialty Insurance Company: NAIC # 10945
Great Lakes Insurance SE: AIIN # AA1340043
Mapfre Espana, Compania De Seguros Y Reaseguros, S.A. : AIIN # AA1840044
National Fire & Marine Insurance Company: NAIC # 20079
See Attached...

CERTIFICATE HOLDER

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

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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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
HUB International Midwest Limited	Covenant Aviation Security, LLC, CAS Holdings Inc, Covenant Services Worldwide, LLC And any subsidiary thereof 1112 W. Boughton Rd., #355 Bolingbrook IL 60440
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Policy No. 287545/22

Underwriters at Lloyd's of London
Policy No. B0507-AS2200074
NAIC #AA1120841

Starr Indemnity and Liability
Policy Number: 1000189202-03
NAIC #38318

Endurance Insurance Company, Inc.
Policy No. NQF6050516
NAIC #10641

Allianz Global Risks US Insurance Company
Policy No. A1PR000561022AM
NAIC #35300

The insurance is provided by separate insurers. The liability of these insurers is several and not joint

Aviation Authority and the City of Orlando and their members (including, without limitation, members of the Aviation Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents are included as Additional Insured on the General Liability policy, when required by written contract or written agreement. Umbrella follows form of the underlying policies.

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Covenant Aviation Security Response to RFP 23-105-B-RFP

Attachment A - Proposer's Certification Form

Revised per Addendum 2

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 one-hundred-twenty (120) 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:***
Covenant Aviation Security, LLC	☑ ***physical presence or*** ☐ ***online notarization***
Bidder's Signature Christine M. Mueller	***this day of*** 14th of October ***2022***
Print Name and Title	***by*** Christine M Mueller ***who is***
Christine M. Mueller - VP Finance & Contracts	☒ **Personally Known; or** ☐ **Produced Identification. Type of identification produced:**
Address:	***[Check applicable box to satisfy identification requirement of FLA. Stat. §117.05)***
1112 W. Boughton Rd Suite 355 Bolingbrook, IL 60440	**STATE OF** Illinois) Seal DONNA L SVETICH Official Seal Notary Public - State of Illinois My Commission Expires Oct 26, 2022
Date October 14, 2022	**COUNTY OF** Will
Duns Number 12-617-4635	
Federal Tax Id Number 35-2161799	October 26, 2022 **Notary Public My Commission Expires:**
Email: Chris.mueller@covenantsecurity.com	Donna L. Svetich **Printed, typed or stamped commissioned name of Notary Public)** Donna L. Svetich

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

Revised per Addendum 2

Attachment B - Proposal Price Form(s) - Location B

PURCHASING PROPOSAL 23-105-RFP-B

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 provide all personnel screening and security area monitoring services, to include, but not limited to, access control, vehicle search services, foot/vehicle patrol services, searches of persons, searches of property, and searches of equipment at multiple locations located throughout the Orlando International Airport, described in the Contract Documents.

TOTAL THREE (3) YEAR PROPOSAL PRICE:

*See below as it would not fit on this line $ 36,657,381.00

(Print Dollar Amount)

Authorized Signature: Christine M. Mueller

Name and Title (Typed or Printed): Christine M. Mueller - VP Finance & Contracts

Date: October 14, 2022

* Thirty Six Million Six Hundred Fifty Seven Thousand Three Hundred Eighty one & no/100

Revised per Addendum

MANAGEMENT FEE FOR SECURITY SERVICES – 23-105-RFP B

This agreement will be thirty-six (36) months in duration and shall be deemed effective on or about April 1, 2023 through March 31, 2026 with two one year options to renew.

Fee for Security Services Contract Years 1 – 3

Year 1	[1]Management Fee	$2,888,164.00
	[2]Reimbursable Payroll & Operating Expense Budget	$9,055,600.00
	Sub-Total for Year 1	$11,943,764.00
Year 2	[1]Management Fee	$2,844,531.00
	[2]Reimbursable Payroll & Operating Expense Budget	$9,327,400.00
	Sub-Total for Year 2	$12,171,931.00
Year 3	[1]Management Fee	$2,934,386.00
	[2]Reimbursable Payroll & Operating Expense Budget	$9,607,300.00
	Sub-Total for Year 3	$12,541,686.00

TOTAL THREE (3) YEAR COST	$ 36,657,381.00 (Enter Total Here and on Page 104)

[1]Management Fee shall include all costs as listed **Section 4.4.** Use Exhibit 4 to provide the backup detailing the management fees for each year 1 through 3.

[2]Reimbursable Payroll & Operating Expense Budget shall include all costs as outlined in **Section 4.5.** Contractor's aggregate annual invoices shall not exceed the total as stated above for Years 1 through 3.

It is estimated that **205 FTE** reimbursable positions will be needed for the performance of this Contract. The Aviation Authority believes that this estimate fairly describes the scope o work under ordinary circumstances; however, the number o FTE reimbursable positions may range between **175 and 235** as actual conditions may cause the number of reimbursable positions to be adjusted accordingly. The Aviation Authority shall only reimburse or the positions requested and approved by the Aviation Authority and satisfactorily provided by the Contractor.

Authorized Signature: Christine M. Mueller

Name and Title (Typed or Printed): Christine M. Mueller - VP Finance & Contracts

Date: October 14,2022

Exhibit 4 - Location B

23-105 SECURITY SERVICES - RFP B

MANAGEMENT FEE DETAIL

Proposer Covenant Aviation Security, LLC

Year 1

Management Staff	**FTE**		
- 1 Manager	1	$	80,982.00
- 4 Assistant Managers	4	$	235,000.00
- Administrative Staff: Payroll, Invoices…	2	$	96,096.00
Other Costs:			
- Contractor's and Subcontractor's Overhead and Profit			
CAS's Overhead and Profit		$	890,091.00
ECPS/SPS Subcontractor Overhead and Profit		$	296,697.00
- Costs associated with all pre-approved training		$	500.00
- Cost of other benefits for management and reimbursable positions		$	91,855.00
- Health insurance premiums for positions in the Management Fee.		$	154,669.00
- Payroll processing expenses		$	46,937.00
- Workers Comp		$	167,083.00
- Insurance: General Liability, Automobile Liability		$	77,062.00
- Performance Bond		$	20,000.00
- Customs Bond		$	1,000.00
- Recruiting Expenses		$	33,799.00
- Badges & Keys		$	13,608.00
- Office & Operating Supplies		$	11,760.00
- Office Equipment		$	19,200.00
- Costs for vehicles and electric stand-up three wheel vehicles, fuel, upkeep, insurance, and maintenance.		$	120,443.00
- Radios, Batteries and chargers purchase, maintenance and replacements		$	83,124.00
- Tools & Supplies & Misc Equipment		$	12,479.00
- Cleaning Services		$	13,200.00
All other overhead costs & any other costs not listed in Section 4.4 Reimbursable Payroll and Operating Expenses			
CAS's New Hire and Referral Bonus		$	45,600.00
ECPS/SPS Subcontract 401K, Worker's Comp, GLI, Badging, Drug Test, Background Investigation		$	276,979.00
Reserve for OSHA Remediation		$	100,000.00
		$	**2,888,164.00**

Exhibit 4 - Location B

23-105 SECURITY SERVICES - RFP B
MANAGEMENT FEE DETAIL
Proposer Covenant Aviation Security, LLC
Year 2

Management Staff	**FTE**		
- 1 Manager	1	$	83,411.00
- 4 Assistant Managers	4	$	242,050.00
- Administrative Staff: Payroll, Invoices…	2	$	98,980.00
Other Costs:			
- Contractor's and Subcontractor's Overhead and Profit			
CAS's Overhead and Profit		$	907,113.00
ECPS/SPS Subcontractor Overhead and Profit		$	302,371.00
- Costs associated with all pre-approved training		$	515.00
- Cost of other benefits for management and reimbursable positions		$	91,771.00
- Health insurance premiums for positions in the Management Fee.		$	165,496.00
- Payroll processing expenses		$	48,345.00
- Workers Comp		$	172,096.00
- Insurance: General Liability, Automobile Liability		$	81,685.00
- Performance Bond		$	20,600.00
- Customs Bond		$	1,030.00
- Recruiting Expenses		$	14,461.00
- Badges & Keys		$	14,016.00
- Office & Operating Supplies		$	12,113.00
- Office Equipment		$	19,776.00
- Costs for vehicles and electric stand-up three wheel vehicles, fuel, upkeep, insurance, and maintenance.		$	117,155.00
- Radios, Batteries and chargers purchase, maintenance and replacements		$	7,411.00
- Tools & Supplies & Misc Equipment		$	12,853.00
- Cleaning Services		$	13,595.00
All other overhead costs & any other costs not listed in Section 4.4 Reimbursable Payroll and Operating Expenses			
CAS's New Hire and Referral Bonus		$	32,400.00
ECPS/SPS Subcontract 401K, Worker's Comp, GLI, Badging, Drug Test, Background Investigation		$	285,288.00
Reserve for OSHA Remediation		$	100,000.00
		$	**2,844,531.00**

Exhibit 4 - Location B

23-105 SECURITY SERVICES - RFP B
MANAGEMENT FEE DETAIL
Proposer Covenant Aviation Security, LLC
Year 3

Management Staff	**FTE**		
- 1 Manager	1	$	85,913.00
- 4 Assistant Managers	4	$	249,312.00
- Administrative Staff: Payroll, Invoices…	2	$	101,949.00
Other Costs:			
- Contractor's and Subcontractor's Overhead and Profit			
CAS's Overhead and Profit		$	934,904.00
ECPS/SPS Subcontractor Overhead and Profit		$	311,635.00
- Costs associated with all pre-approved training		$	530.00
- Cost of other benefits for management and reimbursable positions		$	93,051.00
- Health insurance premiums for positions in the Management Fee.		$	177,081.00
- Payroll processing expenses		$	49,796.00
- Workers Comp		$	177,259.00
- Insurance: General Liability, Automobile Liability		$	86,709.00
- Performance Bond		$	21,218.00
- Customs Bond		$	1,061.00
- Recruiting Expenses		$	14,895.00
- Badges & Keys		$	14,437.00
- Office & Operating Supplies		$	12,477.00
- Office Equipment		$	20,369.00
- Costs for vehicles and electric stand-up three wheel vehicles, fuel, upkeep, insurance, and maintenance.		$	120,670.00
- Radios, Batteries and chargers purchase, maintenance and replacements		$	7,633.00
- Tools & Supplies & Misc Equipment		$	13,238.00
- Cleaning Services		$	14,002.00
All other overhead costs & any other costs not listed in Section 4.4 Reimbursable Payroll and Operating Expenses			
CAS's New Hire and Referral Bonus		$	32,400.00
ECPS/SPS Subcontract 401K, Worker's Comp, GLI, Badging, Drug Test, Background Investigation		$	293,847.00
Reserve for OSHA Remediation		$	100,000.00
		$	**2,934,386.00**

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 October 4, 2022

Addendum No. 2 Dated October 11, 2022

Addendum No. 3 Dated October 13, 2022

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Covenant Aviation Security, LLC

Company

Christine M. Mueller

Signature

Christine M. Mueller

Print Name

Vice President Finance & Contracts

Title

Attachment D - Proposer's Questionnaire

The following questionnaire is to be completed by the Proposer and provided with its Proposal submittal. If a question is not applicable, so indicate by writing "N/A".

1. CONTACT INFORMATION

Name of Company	Covenant Aviation Security, LLC
Contact Individual	Michael Bolles
Contact Address	1112 W. Boughton Rd., Suite 355
City, State, Zip	Bolingbrook, Illinois 60440
Telephone Number	630-631-6602
Email Address	michael.bolles@covenantsecurity.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
Michael Bolles	President	Authorized Authority
Monica Lewis	Director of Operations	Authorized Authority
Jerry E. Park	Secretary	Authorized Authority
Christine Mueller	VP Finance & Contracts	Authorized Authority

3. Questions Related to Innovative Plans and or Approach

a. Describe technology, assets, and/or any other innovative plan/approach that provides your company with a competitive edge or advantage. See Attachment D Addendum

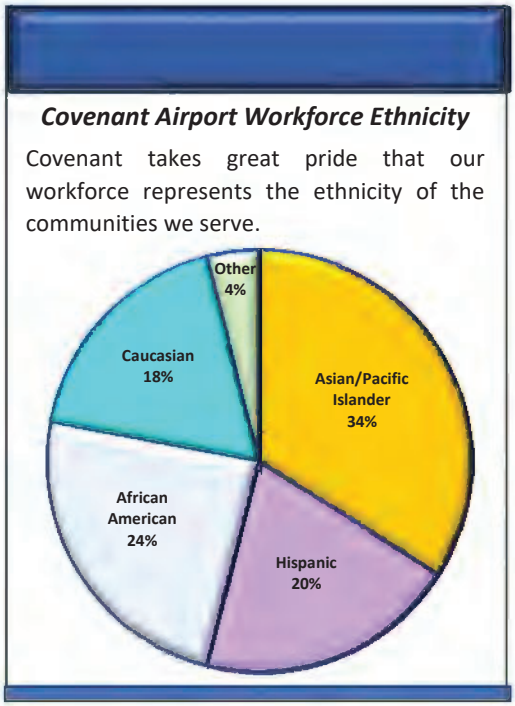
b. Describe if your company uses a third-party auditor (at no cost to the Aviation Authority), and how frequently, and/or any other innovative methods to ensure the highest quality of services in a highly regulated environment. If a third-party auditor is used, does the company intend share raw or summarized results with the Aviation Authority? If used, what would the third-party auditor be auditing?

See Attachment D Addendum

a. Describe technology, assets, and/or any other innovative plan/approach that provides your company with a competitive edge or advantage:

As we discuss in the Notable Achievements Section found at Tab 4, the following CAS technology, assets, and innovations are available to our airport clients including GOAA:

1. Independence. We have been independent privately held company with no private equity of foreign investment.
2. We make long-term investments in our relationships. Once we win a contract, we spend great efforts ensuring that we meet our client expectations and stay current with emerging technologies. This is one of the reasons why we have been in Orlando for fifteen years and San Francisco for twenty.
3. Company Focus on Continuous Improvement. CAS is never content with status quo performance and knows that there are always improvement opportunities. Our dedication to continually assessing performance, identifying areas for improvement, and implementing actions to better the security operation is never complete. We recognize we are awarded security contracts based on performance and strive to continuously exceed performance expectations.
4. Supporting our MWBE and DBE partners. In the last 10 years, we have subcontracted over $25 million for goods and services. Of that, over $13.5million has been spend with our MWBE and HubZone partners.
5. We take pride in our Diversity and Inclusion. Since we recruit from the local community, our goal of in-house promotions supports the CAS mission that our leadership team also represents the communities in which they serve. In fact, of our Operational Site Management team, 93% have been promoted from within, with 79% starting at the entry level. Further, almost 80% of our Operational Site Management are persons of color or women, representing CAS's commitment to equity, diversity, and inclusion.



6. Supporting Sustainability. CAS is a member of the Green Business Bureau and is committed to sustainable business practices.
7. AAAE ACE Certification for Management Staff. Our corporate management staff has successfully taken and passed the American Association of Airport Executives (AAAE) – Airport Certified Employee (ACE) Training and Certification for Security. This certification provides our management with the established industry-based aviation security-related knowledge base to work in the dynamic and ever-changing airport environment.

8. SAFETY Act Certificate of Conformance. CAS currently possesses both a DHS SAFETY Act Certificate of Designation and a Certificate of Conformance. Our possession of SAFETY Act Certificate of Conformance demonstrates that not only is our security service approach effective on paper, but that we have truly demonstrated this effectiveness at our covered sites. We chose to undergo the difficult application process to obtain the higher-level certification, experiencing the rigorous review process because we believe DHS validation of our service demonstrates our effectiveness. No other security provider possesses this level of specialized experience that is readily implementable for the aviation security industry.

9. *Covenant Interactive™.* Our Covenant *Interactive™* training system enables security personnel to engage with a variety of real-life scenarios that are industry and site specific, thus providing the security force with maximum understanding, confidence, enhanced skill sets, and professionalism. This instructor-led training is performance-based and provides for instant review and correction as well as complete documentation of individual and group results. Use of this training innovation dramatically improves officer skills in handling conflicts and providing interactive customer service for access control posts. We propose to implement our training simulation system for this contract with scenarios including vehicle borne Improvised Explosive Devise (IEDs) at Air Operations Areas (AOA), unattended baggage response, prohibited item discovery, and customer services de-escalation technique.

10. C*ovenant's Data Recording Advanced System*™. We have implemented an electronic tracking and reporting system that functions off the smart phone technology placed at each security posts. This system provides the following functionality: (1) tracking employees in real time, (2) tour tracking of patrol routes, (3) documentation of incidents, daily activity reports, and maintenance requests (image capable), (4) electronic and secure storage of Post Orders, (5) ability to perform a shift recall and pass down, (6) provide real-time information to security personnel, and (7) facilitate collection of performance data. This system, which we call "Covenant's Data Recording Advanced System™, or "C-DRAS™" is propriety to CAS and is of benefit exclusively to CAS's airport Clients.

11. We have also implemented a performance Dashboard that displays real-time performance data of key performance indicators critical to an airport's security operation. This in-house product is completely customizable and can be updated to include metrics important to an airport.

12. We sponsored the rollout of the National Center for Missing & Exploited Children's "What Security Professional Need to Know" training at Orlando International Airport. This training raises awareness for identifying potential kidnapped or otherwise exploited children and Human Trafficking. Our workforce will be trained to recognize potential indicators and report accordingly per City of Phoenix protocols. Although this may not be a direct security threat, it is important to be cognizant of this important issue while working at a Category X airport.

13. Hurricane Response at MCO. We have responded pro-actively to the security needs of MCO during Hurricane Matthew (October 2016) and Hurricane Irma (September 2017) and Hurricane Ian (2022). During Hurricane Ian, we staffed 28 officers and our Site Manager for 48 consecutive hours in support of MCO's emergency response.
14. We keep the flying Public Safe. We have identified and confiscated over 1 million illegal and prohibited items, including over 250,000 Hazmat items prohibited on aircraft.
15. We keep the flying Public at MCO Safe. Over the last five years at MCO, we have intercepted and prevented the entry into the Secure Area of the airport of 21 firearms, six loaded magazines, three BB guns, and two Tasers.

b. **Describe if your company uses a third-party auditor….etc.**

1. CAS uses the services of a 3rd party auditor as part of the Quality Assurance/Quality Control component of our SAFETY Act program. These auditors periodically review performance and evaluate CAS compliance with contract requirements, Post Orders, and CAS programs and procedures. Each audit session begins with a comprehensive Post Order and contract review to tailor the audits to site specific requirements. If the auditor is used at MCO, then the results will be shared with GOAA.

2. We also do our own In-house Random Covert Testing. Our covert testing is a reminder to our workforce that they can be tested at any time. This reinforces the idea that Post Orders always need to be followed and our workforce needs to maintain situational awareness. The results of our Random Covert Testing are available to GOAA.

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:
There are no officers, directors, or employees who are an employee or officer of the Aviation Authority.

Acknowledged by:
Christine M. Mueller

Firm Name:
Covenant Aviation Security, LLC

Signature of Authorized Representative:
Christine M. Mueller

Name and Title (Print or Type):
Christine M. Mueller - Vice President Finance & Contracts

Date: October 14, 2022

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: Covenant Aviation Security, LLC

By: Christa M. Mueller
(Authorized Signature)

Title: Vice President Finance & Contracts

Date: October 14, 2022

Attachment G – MWBE FORMS - Location B

LETTER OF INTENT/AFFIRMATION
Minority/Woman Owned Business Enterprise (MWBE)
(This page shall e submitted for each MWBE Firm)

Bidder: Name Covenant Aviation Security, LLC

Address 1112 W Boughton Rd, Suite 355

City Bolingbrook State IL Zip 60440

MWBE Firm: Name East Coast Protective Services, Inc. D/B/A Southeast Protection Services, Inc.

Address 5734 South Semoran Blvd.

City Orlando State FL Zip 32822

MWBE Contact: Name: Gerald Montgomery Phone (407) 567-8688

Email: gmontgomery@seairportservices.com

MWBE Certification Agency: Small Business Development Dept of Greater rlando Aviation Authority Expiration Date November 28, 2022

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

Scope of Work	Quantity	Rates	Total
See attached Addendum for RFP - B	See attached Addendum for RFP - B		

Year 1: $ 2,985,941.00

Year 2: $ 3,042,983.00

Year 3: $ 3,135,422.00

Total Term Value: $ 9,164,345.00 Percent of Total Bid: 25 %

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: Mark V Murray President Sept 27, 2022
(MWBE Owner's Signature) (Title) (Date)

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

By: Christie M. Mueller EVP Finance 10/14/2022
(Bidder's Authorized Signature) (Title) (Date)

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

ADDENDUM FOR ATTACHMENT G – POST B

This is the addendum for Attachment G for the subcontract work that Covenant Aviation Security proposes to assign to East Coast Protective Services (DBA Southeast Protective Services) (henceforth ECPS/SPS) relating to any contract resulting from GOAA 23-105 RFP Security Services, **Post B.**

As stated in Addendum No:. 2 to Purchasing 23-105 RFP Security Services Answer 326, "this is a Management Fee Contract, there are no bill rates." Therefore, in the table below, we have marked the rates as N/A.

Answers 29 states that the 25% is based on the Total Cost of the Management Fee and the Reimbursable Fees. Therefore, the finalization of the allocation of scope of work to ECPS/SPS cannot occur until after the final Total Cost of the Management Fee and the Reimbursable Fees have been negotiated.

As we discussed in our MWBE Operational Integration discussion at Tab 4, our preferred approach is to seamlessly incorporate ECPS/SPS into our Post staffing. We have successfully used this approach with ECPS/SPS over the last 10 years at MCO. However, if that is not preferable to GOAA, then our proposed initial assignment of work scope to ECPS/SPS (pending final negotiations with and approval from GOAA and subject to any adjustments needed once the final contract cost is negotiated) is:

Scope of Work	Quantity	Rates	Total
Bravo (E-31)	43,680 annual hours	N/A	---
Charlie (E-45)	58,240 annual hours	N/A	---

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.

Covenant Aviation Security, LLC

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) ► S

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.

1112 W. Boughton Rd., Suite 355

Requester's name and address (optional)

6 City, state, and ZIP code

Bolingbrook, IL 60440

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

3	5	–	2	1	6	1	7	9	9

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** ► Christine M. Mueller **Date** ► September 26, 2022

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 - Letter of Bondability

PHILADELPHIA
INSURANCE COMPANIES

September 20, 2022

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

Re: Personnel Screening Services

To Whom It May Concern:

Philadelphia Indemnity Insurance Company, a corporation under the laws of the State of Pennsylvania, represents **Covenant Aviation Security, LLC** for its surety bonding needs.

At the present time, **Covenant Aviation Security, LLC** maintains a bond program with **a $15 million dollar aggregate** with Philadelphia Indemnity Insurance Company. The statement of these values is neither a commitment nor a limitation of the bonding capacity of **Covenant Aviation Security, LLC**. At the request of **Covenant Aviation Security, LLC**, Philadelphia Indemnity Insurance Company will give favorable consideration to providing the required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between **Covenant Aviation Security, LLC** and Philadelphia Indemnity Insurance Company, and will be subject to our standard underwriting at the time of the final bond request, which will include but not limited to the acceptability of the contract documents, bond forms, and financing. We assume no liability to **Covenant Aviation Security, LLC**, third parties, or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Melissa Schmidt
Attorney-in-Fact for **Philadelphia Indemnity Insurance Company**
A++ by AM BEST CO

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Stephen Kazmer, James Moore and Melissa Schmidt of Hub International Midwest Limited,** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Morgan Knapp Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Sept 25, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

(Notary Seal)

Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20th day of September 20 22 .

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Attachment J – E-Verification Certification Form

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use the Employment Eligibility Verification System (E-Verify) to verify the work authorization status of all newly hired employees. The E-Verify system can be obtained at the U.S. Department of Homeland Security website: http://www/dhs.gov/E-Verify.

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration (also referred to as Bidder, Vendor or Contractor).

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration (also referred to as Sub- Vendor or Sub-Contractor).

Vendor/Contractor/Subcontractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- All persons employed by Vendor/Contractor/Sub-Contractor during the term of the contract, (including assigned sub-vendors/sub-contractors/sub-contractors), to perform employment duties within Florida and any work in pursuant to the contract with the Aviation Authority.

By entering into a contract with the Aviation Authority, the Contractor/Contractor becomes obligated to comply with the provisions of Section 2. Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.

The contractor shall maintain a copy of such affidavit for the duration of the contract. *Failure to comply will lead to termination of resulting contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court of Orange County, Florida no later than 20 calendar days after the date of termination. If the resulting contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.*

I hereby acknowledge and agree that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the resulting contract with the Greater Orlando Aviation Authority.

Company Name: Covenant Aviation Security, LLC

Authorized Name: Christine M. Mueller Title: Vice President Finance & Contracts

Signature: Christe M. Mueller Date October 14, 2022

****

State of Illinois

County of Will

DONNA L SVETICH
Official Seal
Notary Public - State of Illinois
My Commission Expires Oct 26, 2022

This instrument was acknowledged before me on October 14, 2022 (Date)

Notary Public Signature Donna L Svetich

Revised per Addendum 2

1.0 GENERAL INFORMATION

1.1 Tentative Schedule

Release Date	September 11, 2022
Pre-Proposal Meeting Date (9:00 am Eastern Time)	September 20, 2022
Deadline for submission of questions (5:00 pm Eastern Time)	September 27, 2022
Release of Addendum, if any	October 11, 2022
Deadline to submit Proposals (by 11:00 am Eastern Time)	October 18, 2022
Concessions/Procurement Committee (CPC)*	November 28, 2022
Interviews, if necessary*	Week of December 5, 2022
Recommendation to the Aviation Authority Board*	January 18, 2023

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

1.2 Intent and Purpose

1) The Greater Orlando Aviation Authority, Orlando International Airport (Aviation Authority) is soliciting sealed Proposals from qualified and experienced security firms to provide security services related to personnel screening and security area monitoring services for the Orlando International Airport (MCO). The Contractor will perform security responsibilities specified in the Transportation Security Administration (TSA) and approved Airport Security Program (ASP) for MCO.

2) The Contractor shall provide all labor, supervision, equipment, tools, materials, supplies, uniforms, fuel, and vehicles and all other items necessary or proper for, or incidental to, providing the security services including, but not limited to, personnel (individual) searches, property searches, access control, alarm response, vehicle search services, and foot/vehicle patrol services at multiple locations located throughout MCO in accordance with this Specification.

3) The Aviation Authority intends to select the Proposer(s) that it deems to be the most highly qualified, responsible, and responsive to the Aviation Authority to perform the required services after considering the evaluation criteria, in its exclusive discretion.

4) Proposers may submit responses for both Staffing Requirements Per Post A & B. It is the Aviation Authority's Board sole discretion to determine what is in the best interest of the Aviation Authority as to whether one Proposer shall be awarded both contracts or if two Proposers will be selected.

1.3 Solicitation Information

Solicitation documents may be examined and are available for download from the Aviation Authority's Purchasing Department's website or by visiting GOAA's online solicitation platform powered by Mercell Source-to-Contract (Mercell) at www.orlandoairports.net/purchasing or https://app.negometrix.com/buyer/5681.

a. Mercell 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 to register and any award resulting from this solicitation will not require any payment by the Proposer to Mercell.**

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

c. Late Proposals, as determined by the official time clock located in the Purchasing Department's Office will not be considered and may be returned to the Proposer as non-responsive.

d. 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.

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

f. All prospective 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 8.0, Proposal Submittal Requirements.

g. 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.

h. 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.

1.4 Pre-Proposal Meeting

a. If a Pre-Proposal Conference is held, please see the Cover Page of this solicitation for the location, date, and time.

b. 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.

c. 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.

d. ***The Aviation Authority may offer a non-mandatory site visit for firms interested in touring the airport areas. The Aviation Authority reserves the right to schedule multiple site visits based upon the number of individuals interested in participating. This tour will be limited to no more than two (2) individuals per firm. Firms must RSVP in order to participate in the tour. An addendum will be posted with dates and times that the tour(s) are available and requirements to attend.***

1.5 Contract Period - Initial Term

a. The Contract period will be for **thirty-six (36) months** with the **Initial Term** to commence on or about April 1, 2023, and with the Aviation Authority having options to renew the Contract **for two (2) additional periods of one (1) year each**. The original contract prices shall be firm for the entirety of the initial contract period.

b. The option year's compensation will be based on the annual unit prices. 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.

1.6 Price Escalation/De-Escalation (CPI)

a. Using the methodology outlined below (**Section 1.8 a-f)**, a price increase may be requested only at each time interval specified below.

b. A price escalation/de-escalation will be considered at the time of contract renewal and at 1-year intervals thereafter, provided the Contractor notifies the Aviation Authority, in writing, of the pending price escalation/de-escalation a minimum of **120 days prior** to the contract renewal date.

c. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

d. Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price

adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

Current Index – Base Index / Base Index = % of Change
% of Change x 100 = **Percentage Change**
CPI-U Calculation Example:

CPI for the current period	232.945
Less CPI for the base period	229.815
Equals index point change	3.130
Divided by base period CPI	229.815
Equals	0.0136
Result multiplied by 100	0.0136 x 100
Equals percent change	1.4%

e. To request a price increase, the Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Aviation Authority's Purchasing Department within the time frame in 1.5(b).

f. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not **exceed 4%** unless there are circumstances demonstrating that an increase beyond this amount is required and this is approved by the Aviation Authority.

g. All price adjustments must be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

h. Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease when calculating any renewals, the Contractor shall notify the Aviation Authority's Purchasing Department of price decreases in the method outlined above.

i. If the Contractor intentionally fails to pass the decrease on to the Aviation Authority, the Aviation Authority reserves the right to place the Contractor in default.

1.7 Addenda to Requests for Proposal

a. Questions regarding this Solicitation are to be directed to the Senior Purchasing Agent listed on the Cover Page of this Solicitation.

b. The last date for questions pertaining to this Solicitation is listed on the cover front page of this solicitation. 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.

c. 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 Mercell's website.

1.8 Exceptions to Terms and Conditions within the RFP

1) If a Proposer desires any changes or modifications to the terms and conditions set forth in the Proposal Documents, the Proposer should submit these changes or modifications to the Aviation Authority in writing prior to the deadline for questions and comments about the RFP**.**

2) The Aviation Authority will consider such requested changes to the Contract's terms and conditions. If any such requested changes or modifications are acceptable, the Aviation Authority will modify the terms and conditions by Addenda to this RFP prior to the deadline for Proposal submission. In submitting any requested changes or modifications, a Proposer should state the specific terms or conditions in the Aviation Authority's Proposal Document, which the Proposer wishes to change, and the desired language, terms or conditions. Proposers are requested to not substitute entire agreements or sets of terms and conditions but discuss separately each term or condition that they take exception to or desire to change.

Exceptions noted within the response submittal may cause the response to be deemed non-responsive.

1.9 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 Manager of Board Services.

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 selecting process, including but not limited to, written communications, any and all forms of electronic communications or messaging, including social media, oral communications either in person or by telephone, initiated by a 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 or evaluating Proposals, making recommendations or making an award, is prohibited from the time that the Request for Proposals is released to the time that the award is made.

1.10 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 within one-hundred-twenty (120) days from the opening of Proposals to the responsible and responsive Proposer(s) submitting the Proposal(s) 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.

1.11 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.

1.12 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 Manger of Board Services.

The remainder of this page is intentionally blank.

2.0 BACKGROUND INFORMATION

2.1 Airport Demographics

a. As of May 2022 , 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. The Airport is currently ranked the 7th busiest Airport in the United States and the 7rd busiest Airport in the world (Calendar Year 2021). It is expected that more than 48.5 million domestic and international passengers will travel through OIA during the 2022 fiscal year.

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. Due to the highly regulated security environment at MCO, the security services requested in this RFP are specified in the Transportation Security Administration (TSA) approved Airport Security Program (ASP) for MCO.

b. The security services provided will be in a highly regulated environment where the consequences of not doing so are severe (to the contractor, client, and public).

2.3 Current Contract

As of August 1, 2022, the Aviation Authority has two separate contracts in place for Security Services: Personnel Screening and Security Area Monitoring Services. Through this RFP, the Aviation Authority is seeking to establish two (2) three-year contracts, with two (2) one-year renewal options for Security Guard Services for Location A and Location B. The Security Guard Services includes both personnel screening and security area monitoring services. The current pay rate for the various security personnel:

Security Personnel (Monitors and Screeners)

1 – 730 Days	731 – 1,825 Days	1,826 Days - Indefinite
$16.07 per hour	$16.94 per hour	$17.76 per hour

Supervisors

1 – 730 Days	731 – 1,825 Days	1,826 Days - Indefinite
$18.00 per hour	$18.75 per hour	$19.50 per hour

3.0 SPECIAL CONDITIONS

3.1 Proposer's Minimum Requirements

a. To be considered, Proposers must meet the following minimum requirements to be deemed responsive to this RFP. The Aviation Authority, at its sole discretion, will review each submission to ensure the Proposer meets or exceeds the requirements. It is the Proposer's sole responsibility to include sufficient information as outlined in Section 8.0, Proposal Submittal Requirements, to clearly demonstrate it meets or exceeds the mandatory requirements:

1) Proposer must be registered to do business in the State of Florida. Provide a copy of such registration to the Aviation Authority with the RFP submission.

2) Provide a photocopy Class "B" Security Agency License by the Florida Department of Agriculture and Consumer Services. https://www.fdacs.gov/Business-Services/Private-Security-Licenses/Class-B-Private-Security-Agency-License-Requirements.

3) Contractor must have at least **five (5) consecutive years of verifiable experience within the last ten (10) years providing** one or more of the following types of security guard services with a minimum of 3,000 hours per week per single location requiring specialized training and/or certifications of the contractor, the contractor's project manager, Security supervisors, and/or Security Personnel, and where the security services are regulated and audited by a state, or federal government agency.

a) Provides security services at a large hub U.S. commercial-service airport regulated by the TSA, CFR 49 Part 1542 or

b) Provides security services at a facility owned / operated by a federal, state, or local government agency or

c) Provides security services at a hospital or other healthcare facility.

b. Provide documentation that demonstrates Proposer has first-hand experience since January 1, 2012, in providing the services listed in Section 5.0 Scope of Work/Specifications to include:

1) personnel (individual) searches,
2) property searches,
3) access control,
4) alarm response,
5) vehicle search services, and
6) foot/vehicle patrol services at multiple locations.

c. Proof of Insurance. The Proposer's shall demonstrate their ability to meet the Insurance Requirements listed in Section 3.6 Insurance Requirements.

d. Proposer must demonstrate financial responsibility and must be financially capable of performing the terms of this Contract in the sole determination of the Aviation Authority.

e. 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 3.0 (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 Criteria

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 following are the evaluation criteria that will be considered in determining which Proposal(s) are most advantageous to the Aviation Authority. Proposer(s) must meet the minimum requirements as stated. Conditional acceptance or any status short of full approval will not be accepted.

1) Meet Minimum Requirements.

2) Experience and Background.

3) Operational Plans - Quality Assurance Plan, Staffing Plan, Transition Plan, and Training Plan.

4) Claims Information.

5) Management Fees/Pricing.

c. 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.

d. 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.

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

3.3 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 per **Section 8.0 Proposal Submittal Requirements.**

c. The CPC will then thoroughly evaluate the responses and may, at its discretion, invite one or more of the Proposers 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.

d. 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.

e. If the CPC decides to shortlist Proposers, the presentations/interviews will be **held the week of December 5, 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, a recommendation to the Aviation Authority's Board, the responsible, responsive, and in its sole discretion, the Proposer(s) that is most advantageous to the Aviation Authority to perform the requested services.

f. **Following the Aviation Authority Board approval of the CPC ranking, the Aviation Authority may approve a Contract or** enter into negotiations with the top-ranked Proposer(s), 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(s), negotiations with that Proposer shall be terminated. The Aviation Authority may undertake negotiations with the second-ranked Proposer, and if necessary, additional Proposers in accordance with the order of ranking.

g. 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 for each Area A and B 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.

h. 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.

i. All recommendations and decisions regarding award of the services shall be made at open public meetings in accordance with the requirements of Florida Statute 286.011, and all interested parties are invited to attend such meetings. The meetings of the CPC Committee and Aviation Authority Board are public meetings.

3.4 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 the Aviation 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) Bid 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 Aviation Authority, or on a form substantially the same as Aviation Authority's form; b) obligating the surety for at least ninety (90) days following the date on which Bids are publicly opened; and (c) by an insurer or corporate surety that is authorized to conduct insurance business in the State of Florida.

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 General 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 Section 6.0 of the Standard Terms and Conditions, 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.

3.5 Insurance Requirements

The *Proposer's submittal shall demonstrate their ability to meet* all portions listed in this *Section.*

If awarded a contract and prior to Notice to Proceed, the Awarded Contractor must attain and provide a Certificate of Insurance in compliance with this *Section*. At its sole expense, Contractor shall maintain the following insurance during the term of this Contract, including any extensions or renewals and such insurance will apply to Contractor, its employees, agents, and Subcontractors.

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

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

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

b. Workers' Compensation and Employer's Liability.

The following insurance shall apply to all Contractor's employees who will be engaged on the Aviation Authority property in the performances of Services in this Contract: (i) workers' compensation insurance with statutory limits in accordance with Florida law, and (ii) employer's liability insurance policy limits not be less than $100,000 for each accident, $100,000 for disease each employee and $500,000 for disease policy limit. If the 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. 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 Aviation Authority and the City of Orlando.

6) A properly completed and executed Certificate of Insurance on a form provided or approved by the Aviation Authority (such as a current ACORD form) evidencing the insurance coverages required by this Section shall be furnished to the Aviation Authority upon the Notice of Intent to Award of the Contract and each renewal thereafter during the term of this Agreement and its renewal/extension. 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.

3.6 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 comply with this requirement.

3.7 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 guidelines. 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.

g. 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 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 security rules or applicable federal regulations.

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

Security Threat Assessment	$11.00
New Identification Badges	$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
Non-returned Badges	$100.00 (fee per charges to employer)
Fingerprinting	$27.00 (every two years)
AOA Vehicle Decal	$25.00 per vehicle
New Hard Key	$10.00
Lost Hard Key	$50.00
Non-returned Key	$50.00

Note: No personal checks or credit card payments are accepted.

i. 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 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.

j. 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.

3.8 Customs and Border Patrol Badge

a. 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.

b. Currently a bond must be posted with U.S. Customs and Border Protection before any holograms are issued.

c. 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.

d. 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

e. Post a continuous CF 301 Bond (Type 1 or 2) or an Airport Security Bond. The CF 301 Bond can be designated as an import/broker bond, warehouse bond, international carrier bond, or a non-specific Airport Security Bond.

f. 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. The Contractor's personnel and vehicles shall not be allowed within the Airport Operations Area (AOA), which includes the ramp area and aprons, unless authorized by the Director of Security.

b. 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. No escorts of any type will be provided.

3.10 Airport Security

a. Contractor's services shall be performed in accordance with the Transportation Security Administration (TSA), Federal Aviation Administration (FAA), and any other governmental agency security directives, rules, and regulations. The successful Proposer will be required to comply with all applicable regulations of the TSA and of the Aviation Authority relating to Airport security, including those relating to access to the AOA of Orlando International Airport, as such regulations may be in effect or changed from time to time.

b. 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 laws or regulations applicable to Contractor's operations. Within ten days of notification in writing, Contractor shall reimburse the Aviation Authority for any paid fines or penalties assessed against the Aviation Authority because of Contractor's noncompliance with 49 CFR 1540 and 1542 or other applicable laws or regulations.

c. The Contractor acknowledges that fines or penalties associated with non-compliance with security regulations must be reimbursed to MCO.

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

An MWBE participation goal has been established for this Contract. 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/.

a. 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.

b. **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.**

c. For this Contract, the Aviation Authority has established a MWBE Participation Goal of **25%**, which means that **25%** 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.

d. Proposers are required to submit, with their Proposals, the Letter of Intent/Affirmation information by completing the form for each MWBE Firm. The Proposer may make duplicates of this form as needed. Both the MWBEs and the Proposer are required to affirm the information provided by signing the 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.

e. 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.

f. The successful Proposer shall enter into subcontract(s)/purchase orders with the MWBEs 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 MWBEs shall incorporate such reasonable terms as are required to complete the work described therein while furthering the Aviation Authority's MWBE policy.

g. 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 MWBEs 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 MWBEs. 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 MWBEs 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 6, subsection 6.32, etc.) 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 state and Federal laws and regulations.

3.12 Local Developing Business ("LDB") Veteran Business Enterprise (VBE) Participation Program

An LDB participation goal has not been established for this Contract. Such participation is encouraged. The Aviation Authority has adopted a Local Developing Business ("LDB") Policy, effective January 1, 1999. The policy requires Proposers to ensure that LDB firms have an opportunity to participate in all Contracts.

3.13 Good Faith Effort for MWBE and LDB 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:

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

2) 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;

3) Provide a list of MWBE firms contacted;

4) 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;

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

6) Provide evidence of information provided to MWBE firms on bonding and insurance requirements;

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

8) 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;

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

10) 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;

11) Provide a list of quotes submitted by MWBE firms;

12) Provide documentation as to why MWBE firms were not utilized;

b. 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.

c. 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.

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

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4.0 COMPENSATION - INVOICE AND PAYMENT FOR SERVICES

4.1 Invoices

a. The Aviation Authority shall pay the Contractor, subject to authorized deductions, and subject to the provisions of the following Sub-Sections: 4.3 Management Fee and Sub-Section 4.4 Reimbursable Payroll and Operating Expenses up to the amounts set forth on the Proposal Pricing Pages – Attachment B for Contractor Staff that is authorized by the Aviation Authority as required by the Specification.

b. The Contractor shall invoice the Aviation Authority for the following: the Management Fee; and the Reimbursable Payroll and Operating Expenses; by the tenth (10^{th}) day of each month following the month in which the services were performed by the Contractor in conformity with Contract requirements.

c. The Contractor's invoice shall describe the services rendered, dates rendered, and shall contain invoices for Reimbursable Payroll and Operating Expenses and other information as needed and be accompanied by such supporting documents and materials as the Aviation Authority shall request.

d. The Contractor's monthly invoices for Management Fees for each of the three (3) years of the Contract shall not exceed one-twelfth ($1/12^{th}$) of the Contractor's Management Fees for the applicable year.

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

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

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

h. 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.

i. 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.

j. 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.**

4.2 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.

b. The Aviation Authority shall notify the Contractor of any specific services that are unsatisfactory to the Aviation Authority, and if the Contractor has not addressed such item or items set forth in the notice to the Aviation Authority's satisfaction within the time frame set forth in the Aviation Authority's notice, the Aviation Authority in addition to all other rights provided under this Contract or by law or equity, may either remedy such unsatisfactory services itself or through a third party and the cost of providing the remedial services shall be deducted from the Contractor's invoice.

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

4.3 Liquidated Damages Deductions

a. The Contractor shall be required to meet or exceed certain performance standards in its management of Security Services at the Aviation Authority.

b. To ensure that performance standards are met, the Aviation Authority shall assess deductions to the monthly Management Fees if such performance is not met.

c. The determination as to whether performance have been met shall be at the discretion of the AAR. The AAR shall issue a written notice to the Contractor when any of the performance standards are not met.

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

e. If Security Personnel are not posted at each security post at all times required by this Contract, the Aviation Authority could suffer damages and MCO will be

subjected to a security risk. The monetary amount of such damage may be uncertain and unascertainable.

f. For this reason, if the Aviation Authority discovers that one or more security posts are understaffed or abandoned at any time, the Aviation Authority shall be entitled to deduct from sums then owing to Contractor or later owed to Contractor, as Liquidated Damages, the following amounts:

1) Three Hundred ($300.00) for each hour or part thereof that a Post is understaffed but not abandoned.

2) Five Thousand Dollars ($5,000.00), plus the cost to the Aviation Authority of staffing such Post for a Post that is abandoned.

g. In addition to the amounts described above, the amount of any fine or penalty imposed on the Aviation Authority by the TSA, FAA or other governmental authority as a result of an understaffed or abandoned Post.

h. The Aviation Authority shall be entitled to deduct this amount for each incident. For purposes of this Section, an “incident” commences at the time a post becomes understaffed or abandoned and ends at the time when full staffing is restored.

i. For example, if Security Personnel leaves a post unmanned to take a bathroom break, the incident commences when he or she leaves the security post unmanned and ends when he or she returns; if Security Personnel leaves at a later time during his or her shift, that will be treated as a separate incident. As another example, if Security Personnel does not report for a shift and his or her post is unmanned, the incident commences at the beginning of the shift and ends when the Security Personnel or a substitute Security Personnel is posted at the post.

j. The provisions of this Section shall be in addition to and shall not limit the Aviation Authority’s right to terminate this Contract for default in accordance with Section 6 of the Standard Terms and Conditions and exercise the Aviation Authority’s rights with respect to the bond or letter of credit. If a deduction allowed by this Section exceeds the amount which the Aviation Authority owes to Contractor for services performed, then Contractor shall remit the balance of such liquidated damages amount to Aviation Authority within twenty-four (24) hours following notice from the Aviation Authority.

k. For any other violation of the security procedures that must be observed or carried out by Contractor’s personnel, Contractor shall provide Aviation Authority with evidence, within five (5) days of Aviation Authority’s notice of the violation, that the affected Security Personnel has been retrained in the proper security procedures. Such retraining obligation shall be in addition to and shall not limit the Aviation Authority’s right to terminate this Contract for default in accordance with Section 6 of the Standard Terms and Conditions and exercise

the Aviation Authority's rights with respect to the Contractor's bond or letter of Credit.

l. The AAR shall evaluate the Contractor's performance throughout the Contract period. A modified reduction application shall be applied during the first ninety days (90) of this Contract. Beginning on the 91st day of the Contract and all subsequent months thereafter shall result in normal deduction application. It is important for the Contractor to be aware that the AAR will implement and utilize the deduction schedule as identified in this Contract throughout the Contract period.

4.4 Management Fee

a. Contractor shall invoice the Aviation Authority for the Management Fee as set forth on the Proposal Pricing Page(s). The Management Fee shall include the following:

1) Management Fee positions

a) All payroll and associated costs for the Manager, Assistant Managers and Administrative Staff.

b) Any other positions deemed necessary by the Contractor and not listed in the Reimbursable Payroll Expenses Sub-Section 4.4 below.

2) The Management Fee shall also all other expenses not listed in the Reimbursable Payroll and Operating Expenses Sub-Section 4.4 below, including but not limited to:

a) Contractor and Sub-Contractors overhead and profit.

b) Performance Bond and Customs Bond expenses.

c) All required insurances as outlined in Special Conditions, Section 3.6.

d) Workers compensation per Special Conditions, Section 3.6 for all employees including management and reimbursable positions.

e) Recruiting expenses.

f) Badges and keys.

g) Payroll processing expenses.

h) Office equipment and supplies.

i) Equipment and tools.

j) All costs for vehicles and electric stand-up three wheel vehicles, fuel, upkeep, insurance, and maintenance.

k) Radios, Batteries and chargers purchase, maintenance and replacements.

l) Costs for Contractors cell phones and data.

m) Cost for internet services and associated connectivity costs for Contractor provided computers and devices.

n) Record Retention Obligation.

o) Cleaning Services.

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

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

r) Cost of other benefits for management and reimbursable positions, i.e. retirement plan, life insurance, etc.

s) Health insurance premiums for the positions in the Management Fee.

t) Health Insurance premiums in excess of; Five Hundred Twenty Five Dollars ($525) per month for Year 1; Five Hundred Fifty Dollars ($550) per month for Year 2; and Five Hundred Seventy-Five Dollars ($575) per month for year 3; per position for the reimbursable positions participating in the Contractor provided Health Care Plan.

u) **All other costs associated with the performance of this Contract not listed in Reimbursable Payroll and Operating Expenses Section 4.4 below**.

b. The Aviation Authority may decrease any monthly Management Fee payable to the Contractor for deficiencies as specified in the Contract. The standard, by which Contractor's performance is to be measured to determine a deficiency, is set forth in Section 5 of the Specification.

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

4.5 Reimbursable Payroll Expenses and Reimbursable Operating Expenses:

a. Contractor shall invoice the Aviation Authority for the actual Reimbursable Payroll and Operating 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.

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

1) Supervisors.

2) Security Personnel (Monitors and Screeners).

3) Overtime hours as approved in advance by the AAR.

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

5) Performance Incentives for reimbursable positions as approved in advance by the AAR.

6) Actual paid time-off taken (vacation, sick, bereavement and jury duty) and holiday pay as approved by the AAR. Contractor shall provide detailed leave and holiday plan for the AAR approval.

7) Reimbursement for Health Insurance premiums for up to Five Hundred Twenty Five Dollars ($525) per month for Year 1; Five Hundred Fifty Dollars ($550) per month for Year 2; and Five Hundred Seventy-Five Dollars ($575) per month for year 3; per position for the reimbursable positions participating in the Contractor provided Health Care Plan.

c. Reimbursable Operating Expenses shall be limited to the following:

1) Class “D” License: (i) Class D License training and the Renewal Class D License cost will be reimbursed as it incurs; and (ii) the cost of the Class D license will be reimbursed after ninety (90) days.

2) Uniforms as approved by the AAR as described in Section 5.18.

3) Subcontracted Work (Excluding Participation at actual cost as approved by the Aviation Authority and with no markup.

d. The Contractor’s aggregate annual invoices for Reimbursable Payroll and Operating Expenses shall not exceed the total Proposed Reimbursable Expenses Budget for the applicable year, unless prior authorization has been obtained from the Chief Executive Officer or designee.

e. If not specifically set forth in Section 4.4, any other Payroll and Operating Expenses incurred by the Contractor shall not be reimbursed and shall be included in the Management Fee.

4.6 Non-Reimbursable Expenses

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

1) Any accrued leave hours at the time of Contract expiration, at the end of any Contract year, or upon employee termination for any reason.

2) Monthly health insurance premiums in excess of the amount described in Reimbursable Positions Section 4.4.

3) Health care premiums for the positions included in the management fee.

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

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

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

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

8) Any other costs or expenses not specified under Sub-Section 4.4 Reimbursable Payroll and Operating Expenses.

b. 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.

c. Each such statement shall be accompanied by such proof of charges and disbursements and other supporting documents as the Aviation Authority requests, shall include, but not limited to, electronic attendance records, payroll registers, healthcare employee participation records and any other payroll records; paid invoices for the reimbursable operating expenses and any other supporting documents as requested by Aviation Authority.

d. 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 an acknowledgement 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.

e. 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.

4.7 Labor Compensation

The Contractor's labor compensation for the reimbursable positions shall be fixed at the hourly labor rates as agreed upon with the Aviation Authority and shall not be subject to markups. Employees are required to utilize an automated time and attendance system. Employee's timesheets, printed records shall be included with the invoice and only actual hours worked and accounted for shall be billed.

4.8 Compensation Adjustment

Throughout the term of this Contract, at the end of each month thereof, the AAR may make a payment adjustment to the Contractor's invoice as specified in Section 4.3. In addition, deductions may be taken for Contractor's failure to provide an Manager, Assistant Manager(s), and/or Administrative Staff for a period exceeding twenty-one (21) calendar days as specified in Section 5.10, Section 5.11 and Section 5.12.

4.9 Health Insurance

a. 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.

b. The Aviation Authority is only obligated to reimburse up to Five Hundred Twenty Five Dollars ($525) per month for contract year 1; up to Five Hundred Fifty Dollars ($550) per month for Year 2; and up to Five Hundred Seventy-Five Dollars ($575) per month for year 3; per participating reimbursable positions as described in Section 4.4. 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.

c. 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.

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5.0 SCOPE OF WORK/SPECIFICATIONS

5.1 Overview

a. The Contractor shall provide security services for the Orlando International Airport related to personnel screening and security area monitoring services, to include access control, vehicle search services, foot/vehicle patrol services, searches of persons, searches of property, and searches of equipment at multiple locations located throughout the Orlando International Airport ("OIA") in accordance with the Contract Documents and pursuant to the Aviation Authority's Standard Operating Procedures (SOPs)/Post Orders and the Code of Federal Regulations (CFR) Title 49 Part 1500 series as amended, and this Specification.

b. The Contractor shall perform all duties associated with this Contract in a professional and ethical manner. To avoid any conflict of interest, Contractor will not be allowed to perform other services for any third party at Orlando International Airport.

c. The Contractor employees assigned to this Contract will not be allowed to engage in secondary employment with any enterprise doing business at the Orlando International Airport without prior approval of and at the sole discretion of the AAR.

d. The Contractor shall be obligated to perform the security services twenty-four (24) hours per day, seven (7) days per week, 365 days/366 days per year.

5.2 Work Hours

a. Normal Staffing Requirements shall be provided by the number of staff for such hours and for such days as set forth in Section 5.14 Staffing Requirements per Post. Contractor shall not exceed the staffing, hours/day or days/week requirements described in this Section without advance, written approval from the AAR.

b. Additional Staffing Requirements shall be provided on an "as needed basis" as requested by the AAR.

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

d. The Contractor shall not allow an employee to work in excess of twelve (12) hours in any twenty-four (24) hour period or more than sixty (60) hours in a seven (7) day work week (Sunday—Saturday) without the written consent of the AAR.

e. The Contractor shall provide a monthly report of all hours worked by each employee to Aviation Authority not later than the tenth working day of the following month. Each employee shall have a minimum of twenty-four (24) consecutive hours off each week. Employees shall not remain or loiter around any work place area once their assigned shifts have been completed. Under extraordinary circumstances, these conditions may be waived in writing by the AAR.

5.3 Licensing

a. Performance of security duties requires licensing under Florida Statutes. Contractor will ensure compliance with all requirements at Contractor's expense.

b. The Manager and Assistant Managers shall maintain a State of Florida Class "MB" License.

5.4 Regulations

a. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein, including but not limited to the Aviation Authority's Standard Operating Procedures (SOP)/Post Orders and the CFR Title 49 Part 1500 series as amended.

b. Contractor shall comply with all health and sanitary regulations adopted by all applicable governing bodies.

c. The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.

d. Contractor shall comply with Federal and State right-to-know laws if hazardous materials are used. The 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 caused by Contractor, or Contractor's sub-consultants or subcontractors.

e. 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.

5.5 Aviation Authority's Responsibilities

a. The Aviation Authority will provide employee parking at the designated Employee Parking Lot at no cost to the Contractor or its employees while performing the work specified herein.

b. The Aviation Authority will provide various types of permanently placed and mobile equipment, to include but not limited to X-Ray machines, walk-thru metal detection equipment, explosive trace detection devices, and undercarriage cameras, which the Contractor personnel will operate after Contractor-provided training.

c. The Aviation Authority will provide storage and charging space for the Contractor's electric stand-up three-wheel vehicles. This storage space is for electric vehicle's storage, charging, and associated equipment only.

d. The Aviation Authority will provide the Contractor, at the Aviation Authority's sole cost, office and support space as it determines to be reasonably necessary for the Contractor's operations conducted in direct support of this Contract. The Authority reserves the right to relocate the office and support space at its sole discretion.

e. The Aviation Authority will provide the Contractor, at the Aviation Authority's sole cost and expense, a reasonable space at a designated area by the Aviation Authority in each of the security post for the performance of this Contract.

f. The Aviation Authority will provide the Contractor, at the Aviation Authority's sole cost, with utility service where presently available and required by the Contractor to perform its obligations and functions under this Contract.

g. The Aviation Authority will provide the Contractor telephone service for use in its offices at the Airport. Contractor shall reimburse the Aviation Authority for any cost of all interstate/intrastate local flat rate calls, extended calling services, long distance and directory assistance telephone calls incurred in the use of such telephones. Contractor shall be responsible to provide cellular phones for its use, at no cost to the Aviation Authority.

5.6 Contractor's Responsibilities

a. The number one responsibility of all management, supervisors, support personnel and front line personnel is safety of the public, and employees while supervising and providing Security Services.

b. The Contractor shall ensure that there are a sufficient number of qualified personnel available on-site at all times in accordance with the approved

Monthly Staffing Schedule. The Monthly Staffing Schedule is to be provided to the AAR at least one (1) week prior to the applicable month.

c. The Contractor shall notify the AAR if a vacancy in the staffing plan occurs and shall provide the AAR with the Contractor's plan and time table to refill such vacancy as directed by the AAR.

d. The Contractor shall provide the AAR the Manager's and Assistant Managers' resumes indicating their experience knowledge and ability to perform the requirements of their positions.

e. 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.

f. The Contractor must advise the AAR in writing within twenty-four (24) hours of receipt of a notice of resignation or the termination of personnel included in the Management Fee and Supervisors.

g. Upon request, a copy of the staffing schedule, time sheets, and/or employee time cards shall be provided to the AAR.

5.7 Contractor's Personnel

The Contractor must provide all personnel deemed necessary to meet the requirements of the Contract.

a. The Contractor shall ensure that all of its personnel are in good general health and meet the minimum physical requirements listed in Exhibit "1".

b. The Contractor shall report to the AAR any possible theft, fraudulent activity or vandalism by employee(s) or subcontractor(s) or any allegations of employee(s) or subcontractor(s) dishonesty within twenty-four (24) hours.

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

d. Contractor shall select and hire only persons who are qualified to perform the job duties for which they are hire. The individuals shall be courteous and capable of acting in the utmost professional manner when interacting with customers and the public.

e. Contractor shall be responsible for the conduct, demeanor and appearance of the employees performing Security Services while on or about the Airport while acting in the course and scope of employment.

f. 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.

g. The Contractor shall be responsible for ensuring that all 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.

h. Contractor shall transfer promptly from the Aviation Authority any employee or employees that the AAR 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.

i. 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.

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

k. Security personnel shall be able to communicate in English to include the comprehension of verbal and written instructions. Personnel shall be able to read and understand the security SOPs/Post Orders, complete required reports and report information to appropriate officials. Contractor shall ensure that all personnel are able to communicate in English by telephone or two-way radio.

l. 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.

m. 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.

n. The following prohibitions shall apply to the Contractor and its personnel:

1) No Firearms.
2) Televisions and radios are not permitted in any security posts at any time.
3) Food supplies may only be items that will be consumed during any particular shift; storage is not allowed. Items of a "sweet" nature, i.e. candies/cookies, must be in small quantities to avoid attracting ants and other insects.
4) Feeding of birds or other animals is strictly prohibited at any security post.
5) Fishing in ponds or canals is strictly prohibited.

5.8 Security Personnel (Monitors and Screeners)

a. Monitors and Screeners shall perform the duties specified in this Contract and in the Standard Operating Procedures (SOPs)/Post Orders provided by the Aviation Authority at locations determined by the AAR. All Security Personnel shall meet the following minimum qualifications:

a. be 18 years of age and have a high school diploma or graduate equivalent diploma;
b. Must have a State of Florida Class “D” Security Officer License.
c. Be able to read, write, and speak the English language.
d. Meet the minimum physical requirements listed in **Exhibit “1”.**
e. Pass the Aviation Authority approved training and testing.

5.9 Supervisors

a. The Contractor shall designate Supervisors to provide the supervision of the Security Personnel, under the direction of the Manager and the Assistant Managers.

b. The Contractor’s Supervisors shall be on duty at all times 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. The Supervisors shall review the Security Personnel’ logs and reports and ensure that the necessary notifications of incidents are performed during his/her tour of duty.

c. All Supervisors shall meet the following minimum qualifications:

1) All the minimum requirements for Security Personnel, as described in Section 5.8.

2) Have at least two (2) years of supervisory experience in security, military or law enforcement operations.

3) Any equivalent combination of education, training and experience that provides the requisite knowledge, skills and abilities to supervise a security activity.

4) Possess a valid Florida driver's license and complete the Airport provided drivers training program before assuming duty as a Supervisor.

5.10 Assistant Managers

a. The Contractor shall provide a minimum of four (4) Assistant Managers who shall assist the Manager in the Contractor's operations at the Airport. The Aviation Authority requires the Assistant Manager(s) be full-time, locally based, and exclusive to this Contract. The Assistant Managers shall work a schedule to provide sixteen (16) hour coverage.

b. All instructions and notices given by the Aviation Authority to the Assistant Manager(s) shall be as binding as if given to the Contractor, and all statements made by the Assistant Manager(s) shall be as binding as if made by the Contractor when an Assistant Manager is acting in the capacity of the Manager.

c. The Assistant Managers may vary their work hours to assist in providing overall management of the security force. The Assistant Managers shall meet the following minimum qualifications:

1) Meet the minimum requirements for Supervisors, as listed in Section 5.9;

2) Have at least three (3) years of supervisory experience in security, military or law enforcement operations;

3) Bachelor's degree in security administration, public administration or related field or any equivalent combination of education, training and experience that provides the requisite knowledge, skills and abilities to manage a security activity;

4) Possess excellent written and verbal communications skills;

5) Act as the designee and to assist with all other duties in absence of the Manager; and

6) Be available for emergency response twenty-four (24) hours per day, seven (7) days per week.

7) Must have the State of Florida Class "MB" Security Agency Manager License.

d. If the Contractor fails to provide an Assistant Manager for a period exceeding twenty-one (21) calendar days, the Aviation Authority reserves the right to deduct Three Hundred and Fifty ($350.00) dollars per day from the Management Fee. The deductions shall start on the twenty-second (22nd) day.

e. The Assistant Managers shall also be responsible for Safety, Employee Training and Quality Assurance Program which includes the following:

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

2) Recommend policy/procedure changes to protect and educate employees on how to prevent accidents through the use of safety training programs and assist with safety regulation enforcement.

a) Investigate accidents to identify their root cause(s) and determine/recommend potential changes to prevent similar occurrences in the future.

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

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

d) Develop and implement Quality Assurance and Quality Control Programs.

5.11 Manager

a. The Contractor shall designate an Manager who shall carry out the day-to-day obligations of the Contractor under this Contract. The Aviation Authority requires the Manager be a full-time employee, locally based, and exclusive to this Contract. The Manager shall have overall authority for this Contract, and the authority required to act on the behalf of the Contractor in the performance of this Contract. This individual must be the senior member of the security force and shall be responsible for coordinating and directing the activities of the Supervisors and the Security Personnel.

b. The Manager may vary his/her work hours to provide for overall management of the security force. All instructions and notices given by the Aviation Authority to such Manager shall be as binding as if given to the Contractor, and all statements made by such Manager shall be as binding as if made by the Contractor.

c. The Manager shall attend coordination meetings, scheduled from time to time by the AAR, to review the Contractor's compliance with the Aviation Authority's

Standard Operating Procedures (SOPs)/Post Orders and when follow-up action, if any, is required to correct identified deficiencies in Contractor's performance.

d. The Contractor shall advise the Aviation Authority in writing of the name and qualifications of its intended Manager, at least two (2) weeks before hiring any substitute or replacement of the proposed or existing Manager. The Aviation Authority shall have the right, in its sole discretion, to approve or reject any new Manager selected by Contractor. The Manager shall meet the following minimum qualifications:

1) Meet all minimum requirements for Assistant Managers, as listed in Section 5.10;

2) Have three (3) years of security management experience, i.e. law enforcement, military or security professions, security supervisory experience required;

3) Bachelor's degree in security administration, public administration or related field or any equivalent combination of education, training and experience that provides the requisite knowledge, skills and abilities to manage a security activity.

4) Be available for emergency response 24 hours per day, seven days per week; and

5) Possess excellent written and verbal communications skills.

6) Must currently have a State of Florida Class "MB" Security Agency Manager License.

e. If the Contractor fails to provide an Manager for a period exceeding twenty-one (21) calendar days, the Aviation Authority reserves the right to deduct Four Hundred Twenty-Five Dollars ($425) per day from the Management Fee. The deductions shall start on the twenty-second (22nd) day.

5.12 Administrative Staff

a. The Contractor shall provide a minimum of two (2) full time Administrators, who shall be locally based, exclusive to this Contract, and work five (5) days per week, eight (8) hours per day to support the administrative requirements for the Security Services.

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

c. If the Contractor fails to provide two (2) Administrative Staff employees for a period exceeding twenty-one (21) calendar days, the Aviation Authority reserves the right to deduct Two Hundred Fifty Dollars ($250.00) per day per person from the Management Fee. The deductions shall start on the twenty-second (22nd) day.

5.13 Security Services Staffing Requirements

a. The proposed Security Services Personnel Requirements may be amended and approved from time to time by the AAR and shall be based upon generally anticipated normal operations at the Airport, as well as the staffing needs for peak travel periods.

b. Contractor shall provide employee benefits in accordance with existing Federal, State and Local laws and regulations.

c. The Contractor shall provide staffing on an emergency call-in basis, with a required response time of two (2) hours or less. Emergency response billing will be for the actual time between the Security Personnel reporting to the assigned post and the time the Security Personnel is relieved of duty by Aviation Authority Security, rounded up to the nearest half-hour. Failure of Contractor to respond within the two (2) hours or less may result in a default and liquidated damages will be incurred.

d. Contractor shall ensure an adequate mix of male/female of Security Personnel are on duty at all times to meet operational needs at locations requiring searching of persons.

5.14 Staffing Requirements Per Post - 23-105-RFP A

POST	STAFF	HOURS/DAY	DAYS/ WEEK	ESTIMATED ANNUAL HOURS
MANAGEMENT POSITIONS				
Assistant Managers	4	8	5	8,320
Administrative Staff	2	8	5	4,160
Manager	1	8	5	2,080
ESTIMATED ANNUAL HOURS FOR MANAGEMENT POSITIONS				**14,560**

REIMBURSABLE PAYROLL POSITIONS 23-105-RFP - A			
POST	**STAFF***	**HOURS/DAY***	**DAYS/WEEK**
Alpha (E-15)	2	24	7
Delta (E-130A)	6	24	7
Delta (E-130A)	1	16	7
East Employee Lane (NTC)	3	24	7
Baggage Make-up (NTC)	2	24	7
North Employee Lane (STC)	3	24	7
South Employee Lane (STC)	3	24	7
Property Search Lane (STC)	1	24	7
FIS Employee Lane	2	24	7
Exit Lane (STC)	1	24	7
Auxiliary (STC)	6	24	7
Inspection Teams - SAAPI (STC and NTC)	2	24	7
Employee Parking (STC)	1	24	7
Valet Parking (NTC)	1	24	7
Annex Front Desk (NTC)	1	10	5
Garage Patrol – C (STC)	2	24	7
Train Station (STC)	1	24	7
Express Pick-up Lane (STC)	1	24	7
Airside Ramp Patrol & Vendor Delivery (STC)	1	24	7
Airside Transfer Level Patrols (STC)	1	24	7
Breakers (STC & NTC)	4	24	7
Supervisors (STC & NTC)	3	24	7
***Estimated Staff and Hours per Day**			

Additional Staffing Requirements 23-105-RFP A

Post	Days/Week*	Annual Hours*
Construction & Additional Staffing	48 Hours' Notice 7 days/week	12,480
Elevated Alert	2 Hours Response Duration of Alert	1.040
***Estimated Annual Hours**		

5.15 Staffing Requirements Per Post 23-105-RFP B

POST	STAFF	HOURS/DAY	DAYS/ WEEK	ESTIMATED ANNUAL HOURS
MANAGEMENT POSITIONS				
Assistant Managers	4	8	5	8,320
Administrative Staff	2	8	5	4,160
Manager	1	8	5	2,080
ESTIMATED ANNUAL HOURS FOR MANAGEMENT POSITIONS				**14,560**

REIMBURSABLE PAYROLL POSITIONS 23-105-RFP B			
POST	**STAFF***	**HOURS/DAY***	**DAYS/WEEK**
Bravo (E-31)	5	24	7
Charlie (E-45)	6	24	7
Charlie (E-45	1	16	7
West Employee Lane (NTC)	3	24	7
Baggage Make-up Access Points (NTC)	4	24	7
Auxiliary (NTC)	1	24	7
Employee Parking (NTC)	1	24	7
Garage Patrol – A (NTC)	1	24	7
Garage Patrol – B (NTC)	1	24	7
Express Pick-up Lane – A (NTC)	1	24	7
Express Pick-up Lane – B (NTC)	1	24	7
Airside Ramp Patrol & Vendor Delivery (NTC)	2	24	7
Airside Transfer Level Patrols (NTC)	4	24	7
International Mode Operations AS/1	4	16.5	7
International Mode Operations AS/4	5	20.5	7
Breakers (STC & NTC)	4	24	7
Supervisors (STC & NTC)	3	24	7
***Estimated Staff and Hours per Day**			

Additional Staffing Requirements 23-105-RFP B

Post	Days/Week*	Annual Hours*
Construction & Additional Staffing	48 Hours' Notice 7 days/week	17,680
Elevated Alert	2 Hours Response Duration of Alert	1,040
***Estimated Annual Hours**		

5.16 Breaks

a. Each employee will be given a minimum of two (2) fifteen (15) minute breaks during each eight-hour shift. Employees working shifts longer than eight hours will get additional breaks.

b. At no time will any security posts be left unattended for the purpose of taking a break or any other reason. The Aviation Authority will permit the Contractor's employees to take breaks inside of the security posts.

c. All relief breaks are at the discretion and under the coordination of the Contractor's shift supervisor. At no time will any security posts be left unattended for the purpose of taking a relief break or any other reason.

5.17 Vehicles, Equipment and Supplies Required By Contractor

a. Contractor shall provide a minimum of five (5), Contractor owned or leased vehicles, each capable of transporting five adults, to be on site at the airport at all times for Contractor's operational use. Vehicles shall be equipped with emergency lighting equipment, to include spotlight and roof mounted amber-colored lights. The Contractor's company name shall be prominently displayed on both sides of vehicles. Vehicles shall not display markings indicating "Airport Security" or other markings which could imply that Contractor is directly employed by Aviation Authority.

b. Each Contractor's vehicle must meet all requirements for issuance of Vehicle Access Permits issued by Aviation Authority. Contractor shall bear all costs for the vehicles, vehicle fuel, upkeep, insurance, and maintenance and shall include those costs as part of the Management Fee. Vehicles shall be kept in good working order and free from rust or physical blemishes.

c. Contractor shall provide two (2), Contractor owned or leased, electric stand-up three wheel vehicles. Vehicles shall be on site at all times for Contractor's operational use 24 hours per day, 7 days per week. These Vehicles shall be equipped with emergency lighting equipment and include a battery backup for each vehicle. Contractor's company name shall be prominently displayed on both sides of the vehicles. Vehicles shall not display markings indicating "Airport Security" or other markings which could imply that Contractor is directly employed by the Aviation Authority.

d. The Contractor shall provide as a minimum and maintain at no cost to the Aviation Authority the following equipment and supplies necessary to perform the work under this Contract:

    1) Vehicle search mirrors and flashlights for each staff position at post locations where vehicle searches are required.

    2) Rain gear to be used during raining conditions.

3) Reflective vests for low visibility conditions and nighttime usage.

4) Minimum of one (1) functioning hand-held metal detector (HHMD) for each staffed position at posts where searches of persons are required.

5) Must have sufficient number of divesture bins and bowls per location that require searches of property.

6) Contractor shall provide, at the Contractor's cost, portable radios, programmable to interface with GOAA frequency, chargers and batteries for each requires staffed position. The Contractor shall maintain the radios in good working condition. A minimum of Forty-Five (45) radios are required.

7) Other protective/safety equipment including, but not limited to gloves masks and/or shields that conforms to Occupational Safety and Health Administration (OSHA) standards for the tasks being accomplished.

5.18 Communications

a. The Contractor shall provide, at its sole cost, all communications equipment necessary to properly and efficiently perform its obligations under this Contract to include sufficient radios (programmable to interface with GOAA radio frequency) smart/cell telephones, facsimile/copy machines, office computers, including all maintenance and repair services for its communications equipment, and all connectivity and retransmission requirements for same.

b. The Contractor's employees and subcontractors shall abide by the Aviation Authority's established radio use procedures and etiquette requirements at all times. Radios provided and maintained by the Contractor must be suitable/programmable to the Aviation Authority's radio frequency.

c. The Contractor shall be responsible for any damage to, or loss of, any Aviation Authority provided equipment and shall return all such equipment to the Aviation Authority at the expiration of the Contract or earlier termination. The Contractor shall be responsible to reimburse the Aviation Authority for any lost or damaged equipment at its replacement cash value which is calculated as the cost of new replacement equipment less depreciation, if depreciation is warranted, as determined by the AAR.

5.19 Uniforms

a. 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. Uniforms must present a professional appearance and be functional for physical job requirements. The uniforms shall be clean and fresh, fit properly, and be in good condition at all times.

b. Contractor shall submit uniform samples to the AAR, for approval, prior to the commencement of the Contract and prior to introduction of any change to the approved uniform.

c. All Contractor's employees shall wear their uniforms at all times while on duty. Any Contractor employee(s) (supervisory or non-supervisory) working under this Contract and not wearing a uniform, which complies with the provisions of this Section, shall immediately be suspended from further duties. The Contractor will immediately provide a replacement security personnel at no additional cost to the Aviation Authority.

d. Uniforms may be worn to and from work but should not be worn at any other time.

5.20 Performance Requirements/Deductions

a. All services shall follow the highest standards prevailing in the industry, as well as applicable codes, rules, regulations, laws, and practices governing the work.

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

c. Contractor shall provide supervisory and management staff to meet the listed minimum requirements. Contractor shall furnish all necessary skill, labor, supervision, and management for performance of the services in accordance with these Specifications.

d. Contractor shall be responsible for recruiting, employing, training, and supervising personnel to perform Security Services as defined in the Aviation Authority-approved SOP's/Post Orders.

e. The Contractor's performance is subject to examination and review by the Aviation Authority and other regulatory authorities.

f. Contractor shall be responsible for the daily upkeep and cleanliness of the security posts. The Aviation Authority will be responsible for maintenance of structure, utilities, and communications (telephones, computers, etc.). Locations with private restrooms will be cleaned under a separate Aviation Authority Contract.

g. Contractor shall provide for overall management of the services provided under this Contract, which shall include, but not be limited to, the following:

1) Ensure that all personnel are able to operate the computerized access control system card readers, including using a numerical keypad to enter pin numbers to access secure areas.

2) Ensure that all personnel are able to relate to other people in a polite, courteous and respectful manner. Customer service training shall be included in the Contractor's training program.

3) Ensure that all personnel have a general knowledge of security practices and procedures, including preventing unauthorized access to a restricted area, controlling movement of personnel through checkpoints, requesting law enforcement support, handling emergencies at security posts, etc., and trained in performance of the SOPs/Post Orders as required in Section 5.20 Safety and Training Program. No trainee who has not completed the training requirements of Section 5.20 may work without direct Contractor supervision at any post or capacity without prior approval of the AAR.

4) Personnel shall not receive Security Identification Display Areas (SIDA) badge under this Contract unless approved by the AAR.

5) Ensure that there are adequate Security Personnel available to meet the requirements of the Monthly Staffing Schedules, who may be reassigned from one position to another as necessary to replace Security Personnel who are absent for any reason, or when requested to do so by the AAR or other authorized Aviation Authority Personnel.

6) Ensure that all personnel respond to the instructions of Aviation Authority Security personnel and understand the roles of, Orlando Police Officers, and Federal Officials with appropriate jurisdiction and credentials.

7) Ensure Contractor Supervisors report damage of Aviation Authority properties or facilities occurring during their tour of duty. Supervisors shall ensure that Security Personnel complete a property damage incident report and notify the Aviation Authority Security Supervisor on duty immediately. Contractor shall be financially responsible for any damages due to negligence, or that are not reported as required by employees of the Contractor or subcontractors.

8) Contractor shall be financially responsible for all Federal civil penalties assessed against Aviation Authority for security/safety violations as a result of negligent acts or omissions by employees of the Contractor or sub-consultants and/or subcontractors, or for failure to follow procedures defined in Aviation Authority approved SOPs.

5.21 Safety and Training Program:

a. The Contractor shall provide each employee engaged in the performance of work under this Contract with the training needed to safely and competently perform the work hereunder. All of the Contractor's personnel having access to the Air Operations Area (AOA) must have a working knowledge of applicable

Airport Security Regulations prior to assuming their duties at the Airport under this Contract.

b. The Contractor shall maintain as a part of each employee's employment record a training record for such employee. The training record shall show, at a minimum, the employee's name, date of employment, and the type and date of each training class attended. A transcript of the training records shall be made available to the Aviation Authority upon request.

c. Prior to assignment to duty, each individual shall have at least twenty-four (24) hours of initial hire training (eight hours Aviation Authority training, eight hours Contractor training, eight hours Procedure training, each as described herein) and be trained in the operation of the Aviation Authority and Contractor provided equipment. Each employee shall receive recurrent training annually.

d. Before serving in a Supervisory position, an individual shall have at least twenty- four (24) hours of supervised training in security operations at Orlando International Airport, to be conducted at Contractor expense, to include an overview of the airport security system, operation of all authority equipment and facilities, and shall be fully qualified to perform all of the duties of the position.

e. Training provided by the Contractor shall include appearance, attitude, conduct, customer service, incident reporting, and other duties outlined in the Aviation Authority-approved Standard Operating Procedures. Training in security sensitive materials and procedures will be provided by Aviation Authority. Since these procedures contain sensitive security information as defined by Title 49 CFR Part 1520, they will be released only to the successful Proposer upon award. The Contractor shall ensure that all training materials are secured and accounted for at all times and shall not share or release the information to any other party.

f. At a minimum, each employee shall receive training in the following areas as soon as practical after employment or when new procedures, rules or methods and information have been introduced:

g. Aviation Authority-provided initial eight (8) hour training.

1) Airport Security Regulations and Procedures.
2) Identification of Critical Areas.
3) Sensitive Security Information.
4) Communication Procedures.
5) Vehicle Operations-Applies to Supervisory Personnel only.
6) Unique Security Protocol.
7) AOA gate security procedures.
8) Familiarization with Airport security, I.D. badges, keys & vehicles.
9) Specific equipment Training.
10) Customer Service Training.

11) Interaction with Aviation Authority Security personnel, Orlando Police Officers, and Federal Officials.

h. Contractor-provided training eight (8) hour training.

1) General Orientation on Contractor's responsibilities.
2) Introduction to Contractor's assignments.
3) Familiarization with Airport security, I.D. badges, keys & vehicles.
4) Safety Issues-Exposure to the weather elements.
5) Safety-working in the close proximity of aircraft operations.
6) General safety and security issues.
7) Understanding of Contractor's Standard Operating Procedures and/or Post Orders as approved by the Aviation Authority.
8) The Aviation Authority requires that a copy of the training roster and record be presented to the AAR upon request.

i. Procedure eight (8) hour training:

1) Identification Media Inspection
2) Access Control Duties
3) Vehicle Searches
4) Property Searches
5) Searches of Equipment
6) Searches of Persons
7) Foot and Vehicle Patrols
8) Alarm Response
9) Report Writing and Duty Log completion

5.22 Aviation Authority's Inspection and Evaluation Program

a. The Aviation Authority reserves the right at its sole discretion to inspect the work areas to determine if the Contractor is performing and in compliance with the terms and conditions of the Contract Documents and to determine the overall effectiveness of the Security program.

b. Aviation Authority will conduct, on a random basis, inspections and evaluations (announced and unannounced) to ensure Contractor's Personnel are performing as required and to ensure continuing compliance with Contract requirements. Contractor is free to conduct its own internal inspections, with written approval from the AAR. Contractor must provide results of its own internal inspections within 24 hours to the AAR.

c. The Aviation Authority documentation of inspection results will be available for review by the Contractor through coordination with the AAR.

d. Notwithstanding any other rights the Aviation Authority may have in the Contract Documents, the Aviation Authority may issue a formal written correspondence describing the deficiency to the Contractor for any failure by

the Contractor to comply with the terms of this Contract ("Notice of Deficiency"). Upon receipt of the Notice of Deficiency, the Contractor shall take immediate action to correct the noncompliance. The Contractor shall deliver its written response to the AAR personally or by delivery to the Aviation Authority's Security Office, by close of the next business day. The response shall include the Contractor's factual report of the event(s), immediate corrective action taken, any mitigating circumstances involved in the event(s), and planned action to prevent future occurrence of the noncompliance. The Notice of Deficiency obligation shall be in addition to and shall not limit the Aviation Authority's right to terminate this Contract for default in accordance with Section 6 of the Standard Terms and Conditions and exercise the Aviation Authority's rights with respect to the Contractor's Performance Bond or Letter of Credit.

5.23 Reporting Requirements

a. Security Personnel shall be able to complete written reports related to the events occurring during each shift; communicate verbally and in writing, and provide detailed information regarding any irregularities at the post or any point along the Airport perimeter security fence or Secure Area to the Aviation Authority Communications Center, Security Operations Center, Contractor Shift Supervisor, and the Aviation Authority Security Supervisor. During the work shift, Contractor personnel would be expected to complete the following reports:

b. Duty Security Log –Security Personnel shall maintain a daily log of significant events that occur during their shift. The log shall reflect the condition of the posts, equipment status, and activities in a chronological format as described in **Exhibit "2".** The Contractor shall distribute this log to the Aviation Authority within twenty-four (24) hours and maintain a copy of the log for a period of ninety (90) days.

c. Incident Report - Security Personnel shall complete an incident report to document any irregular activity that occurs during their tour of duty. This report shall provide detailed information of the event such as who, what, when, where, how, and why, if known. All incident reports shall be forwarded to the Aviation Authority Security Office by 9:00 a.m. of the next business day unless otherwise requested earlier as described in **Exhibit "3".**

d. Training Report - The Contractor's Manager shall submit to the Aviation Authority's AAR a monthly report of all personnel who were trained on the airport security procedures by the 5th day of the following month.

e. Miscellaneous Reports – Throughput Data Records and other miscellaneous written records as required by the Aviation Authority at the AAR's request.

f. The Aviation Authority shall be entitled to reduce from sums then owing to Contractor or later owed to Contractor the amount of Five Hundred Dollars ($500.00) per day for each failure to provide the above reports on time.

5.24 Use of Premises

During the progress of the work specified herein, the Contractor shall keep the premises free from accumulation of waste materials and other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials and debris from and about the premises, as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the Aviation Authority.

5.25 Safety and Protection

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

5.26 Additional Services

a. 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 shall not perform any Additional Services until the Aviation Authority has issued a written notice-to-proceed with the execution of the work plan.

b. 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.

5.27 Exhibits

Exhibits are attached hereto and incorporated herewith.

a. Exhibit 1 – Physical Requirements

b. Exhibit 2 - Duty Security Log

c. Exhibit 3 - Incident Report

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6.0 AVIATION AUTHORITY STANDARD TERMS AND CONDITIONS

6.1 Awards

As the best interest of the Aviation Authority may require, the right 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. The Aviation Authority may return, for full credit, any unused items received which fail to meet the Aviation Authority's performance standards. The Aviation Authority reserves the right to cancel an awarded Proposal upon due cause—i.e., Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.

6.2 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.

6.3 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).

6.4 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))

6.5 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.

6.6 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.

6.7 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.

6.8 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.

6.9 Discounts

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

6.10 Pricing

Firm prices shall be proposed and include FOB DESTINATION, for all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the Aviation Authority to a secure area or inside delivery. 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.

6.11 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.

6.12 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.

6.13 Taxes

The Aviation Authority is exempt from Federal excise taxes and all sales taxes.

6.14 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.

6.15 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.

6.16 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.

6.17 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.

6.18 Software License to Contractor

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.

6.19 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.

6.20 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.

6.21 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.

6.22 Training

If specified, supplier(s) may be required at the convenience of the Aviation Authority, to provide employees training in the operation and maintenance of any items(s) purchased from this Solicitation.

6.23 Acceptance

Items may be tested for compliance with the Specifications. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Any increase in cost may be charged against the Contractor.

6.24 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.

6.25 Warranty

The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this Solicitation shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Aviation Authority by any other provision of this Solicitation.

6.26 Conflict of Interest:

The award hereunder is subject to provisions 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.

6.27 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.

6.28 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.

6.29 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

6.30 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.

6.31 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 construct the project. The Aviation Authority does not exempt itself from permitting requirements. The Contractor shall pay all Aviation Authority permit, inspection and impact fees required for the project or services required under this Contract; all other fees for permits required by agencies/municipalities other than the Aviation Authority shall be the responsibility of the awarded Contractor.

6.32 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 may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a Subcontractor) shall be submitted to the 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.

6.33 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.

6.34 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.

6.35 Addition, Deletion, or Modification of Services

The Aviation Authority reserves the right at its sole discretion to increase, decrease, or delete any portion 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, the Contractor, and the AAR upon completion of such portion.

6.36 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.

6.37 Funding

Obligation of the Aviation Authority for payment to a Contractor is limited to availability of funds appropriated in a current fiscal period, and continuation of contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

6.38 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. **Termination for Convenience of Contractor**: The 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.

6.39 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.

6.40 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.

6.41 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.

6.42 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.

6.43 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.

6.44 Copying Documents

Contractor hereby grants the Aviation Authority and its agents 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.

6.45 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: www.orlandoairports.net/publicrecords; PHONE NUMBER 407.825.2400; AND MAILING ADDRESS, GREATER ORLANDO AVIATION AUTHORITYY, PUBLIC RECORDS, ONE JEFF FUQUA BOULEVARD, ORLANDO, FL 32827. A 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.

6.46 Federal Compliance Provisions

The Aviation Authority hereby notifies all bidders that this contract is subject to the Code of Federal Regulations, Appendix II, Part 200, Contract Provisions for Non-Federal Entity Contracts under Federal Awards applies to this contract and includes but is not limited to termination for cause and for convenience, Equal Employment Opportunity, Davis-Bacon Act, Copeland Anti-Kickback Act, Contract Work Hours and Safety Standards Act, Clean Air Act, Debarment and Suspension regulations, conditions under the Byrd Anti-Lobbying Amendment, applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Act of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply. Bidders are hereby notified of the **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246).**

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 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.

1) During the performance of this contract, the contractor agrees as follows:

a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous

places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or

federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

(1) Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(2) The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

(3) The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

(4) The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a

contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.
3) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.
4) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.
5) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

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. **Davis-Bacon Act**, (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, ‘‘Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction’’)

1) See also 2 C.F.R. Part 200, Appendix II, ¶ D.
2) In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
3) The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
4) **Contractor shall reference Wage Determination Number FL20220128 dated 02/25/2022 https://sam.gov/content/wage-determinations**

c. **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”). Each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

1) The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

d. **Contract Work Hours and Safety Standards Act:** Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

1) Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
2) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
3) Compliance with the Contract Work Hours and Safety Standards Act
4) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
5) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
6) Withholding for unpaid wages and liquidated damages. The (the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any

such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

7) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

e. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Contractors that apply or Bid 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.

f. **Debarment and Suspension**:

1) 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).

2) 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 (sub-grantee). 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 the Aviation Authority as sub-grantee, 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.

g. **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).

h. **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.

i. **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.

j. **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, subrecipient 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).

k. **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.

6.47 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 there are 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**

6.48 Additional FEMA Requirements.

The Uniform Rules authorize FEMA to require additional provisions for non - Federal entity Contracts. FEMA, pursuant to this Aviation Authority, may require 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-federal 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.

7.0 CONTRACT

7.1 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

e. 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.

f. If a Proposal is accepted by the Aviation Authority, the Contract will be executed by the Aviation Authority with respect to the items awarded and returned to the Contractor evidencing the Aviation Authority's acceptance of the Proposal. 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.

g. The Contractor by executing this Contract acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The Aviation Authority will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as its stated commitment to fulfill all the conditions referred to in this Contract.

7.2 PROPOSAL SUBMITTAL REQUIREMENTS

8.1 Opening

a. Sealed proposals are exempt in accordance with Florida Statute 119.071(1) (b) 2. The names of the firms submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation will be released until such time as the Aviation Authority provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

b. Submittals must be submitted no later than **11:00 a.m. Eastern Time on Tuesday, October 18, 2022** in sealed envelopes bearing the words "**Purchasing Proposal 23-105-RFP Security Services for the Orlando International Airport".**

c. Each Proposer shall submit three (3) complete sets of the Submittal:

One hardcopy marked "ORIGINAL".

One hardcopy marked "COPY".

One COMPLETE electronic copy on a USB drive in PDF format. The Submittal in PDF format shall have *navigational bookmarks* inserted in lieu of any tabs required in the hard copy. The entire submittal shall not exceed a single USB Flash Drive. In cases where there are discrepancies between the electronic PDF and hard copy, the hard copy shall take precedence.

8.2 Delivery of Proposal

a. It is the sole responsibility of the Proposer to ensure that their submittal 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

b. Proposer should include the Proposal Number and Name, Name and Address of Proposer, and the Date of the 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 submittal shall be rejected as non-responsive regardless of where or when it is received.

c. Proposers are cautioned that they are solely and strictly responsible for delivery to the specific location cited prior to the specified opening date and time. Therefore, if your submittal is delivered by an express mail carrier or by any other means, it is solely your responsibility to ensure delivery to the above address. The Purchasing

Department will not be responsible for deliveries made to any place other than the specified address.

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

8.3 Proposal Submittal Requirements

a. In order to have a Proposal considered by the Aviation Authority, the Proposer must submit a complete Proposal. The Proposal requirements in this section are not meant to limit creativity in the presentation of a Proposal, but rather to list the criteria elements that must be included in the Proposal. It is the Proposer's responsibility to incorporate all pertinent information to effectively present a Proposal and to communicate the Proposer's concept and meeting requirements as listed in Section 3.1 and Section 3.2.

b. 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. Material shall be submitted in a loose leaf binder format, not as bound documents or with coil spines (plastic or metal).

c. To expedite the Aviation Authority's evaluation of the proposal, 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 12-pitch font, excluding required Attachments as listed in Tab 9, no more than 100 pages.

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. **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).

3. Federal employer identification number.

4. Proposer must certify in writing with its Proposal that Proposer is registered to do business in the State of Florida. Include a copy of such registration to the Aviation Authority with the RFP submission.

5. Proposer shall provide a photocopy Class "B" Security Agency License by the Florida Department of Agriculture and Consumer Services. https://www.fdacs.gov/Business-Services/Private-Security-Licenses/Class-B-Private-Security-Agency-License-Requirements.

B. **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. Describe firm's understanding of the consequences of non-compliance with regulations / post orders, assignment of work responsibilities among your company's team and how you envision working with the Aviation Authority's Security Department to achieve the highest level of security and customer services at assigned posts.

3. An affirmative statement that the Proposer is willing to sign the Contract set forth in this RFP, as amended, within ten (10) days after receipt of the Notice of Intent to Award. The Aviation Authority's goal is that the terms and conditions stated in the Proposal Documents will constitute the terms of the final Contract between the Aviation Authority and the successful Proposer, without significant or material change to such terms or conditions.

4. If the Proposer is a joint venture or partnership, the Experience and Qualifications may be satisfied by the Joint Venture or Partnership entity. Please state whether the entity is currently in existence, is being formed specifically for this project, or whether it will be formed upon award. If the Joint Venture is formed specifically for this agreement/project or will be formed upon award, please provide a copy of the Joint Venture or Partnership Agreement with the RFP.

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.

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. Key Personnel

1. The Proposer shall identify the Manger to be assigned to the Aviation Authority's account who has at least five (5) years of successful experience, describe the Manager's experience, which is with similar scope to that of the Orlando International Airport.

2. Provide names and titles of key personnel and an organizational chart of your proposed project team. Provide professional resumes of all key personnel.

3. Describe the key personnel experience with similar scope to that of the Orlando International Airport. Key personnel shall have a minimum of three (3) years' experience with similar scope to that of the Orlando International Airport.

4. 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. 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.

1. Provide up to a maximum of five (5) References where the Proposer has provided security services, similar size and scope to this RFP, References shall be for work **substantially similar in scope and magnitude** (**a minimum of 3,000 hours per week per single location).** References shall be able to validate the Proposer's capabilities and experience.

2. The 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.

a) Proposer shall provide the following information for each reference:

(1) Name of the company/agency for where services are provided.
(2) The "number of billable weekly hours" or "number of required weekly hours staffed by security personnel.
(3) Brief summary of the scope of services provided under the contract.
(4) Date of Services/Status (current or past client).
(5) Provide a current point of contact for each reference must be provided; to include name and contact information (phone and/or email address).

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

Tab 4 – Operational Plans

A. **Staffing Plan:** Describe in detail the proposed staffing plan necessary to meet the requirements of this Contract. Staffing Plan should include the number of guards, including the relief guards and the number of Supervisors envisioned to accomplish the 3000 hours per week of assigned services.

B. **Quality Assurance/Control Plan:** Describe your company's quality assurance (QA) and quality control (QC) plan. It must include elements of non-punitive (training) and punitive (discipline) testing of Security Personnel on post orders. Include how will the QA/QC plan minimize the possibility of guard complacency.

C. **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 must 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.) Include the time period needed for hiring and training of employees, planned interface with the Aviation Authority, the processing of I.D. badges, uniforms, and site tours, etc.

D. **Training Plan**: Describe in detail the training plan that Proposer intends to utilize to train personnel in relation to the Services and describe how Proposer will track training for all employees. The training plan shall include, but not be limited to, an outline of the training and the type and number of hours of estimated training for each type of personnel, a list of training materials to be provided and how the

Proposer will ensure the completeness of the subject matter, and the method through which the training will be provided.

E. **MWBE Participation Plan:** The Aviation Authority has set a MWBE participation **goal of twenty-five percent (25%),** for this solicitation. Describe the level of MWBE participation that will be provided, how and what services will be performed by each firm.

Tab 5 – Proof of Insurance

A. The Proposer's submittal shall demonstrate ability to meet all portions listed in this Section 3.6 Insurance Requirements.

B. Proposer shall include a letter from their U.S. insurance/broker company letterhead confirming that Proposer can obtain the insurance coverage requirements as described in Section 3.6 Insurance Requirements and provide an affirmative statement in its Proposal that if Proposer is awarded the Contract, Proposer will:

1. Maintain in force at all times during the term of the Contract and services that are to be performed pursuant to the Contract, insurance as described in Section 3.6, including General Liability, Workers Compensation and Automobile Liability insurance with insurer(s) licensed to transact insurance in the State of Florida and

2. Maintain insurance coverage applicable to the services performed for two (2) years after expiration of the Contract, if such coverage is on claim made basis.

C. If awarded a contract and prior to Notice to Proceed, the Awarded Contractor must attain and provide a Certificate of Insurance in compliance with *Section 3.6*.

Tab 6 – Prior or Pending Convictions, Indictments, Investigations, Regulatory Investigations and Claims

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 Security Services, in which Proposer or its affiliates, subsidiaries, parent company, directors, senior officers, senior regional officers, the Lead Individual, or Engagement Team members have been involved with in the last five (5) years immediately preceding the date of Proposer's response to this RFP. Or provide an affirmative statement that there are none.

B. **Claims Information**

Disclose all lawsuits, arbitrations and claims filed or raised by or against the Proposer over the last five (5) years, specifically identifying the project involved;

The parties involved, The nature of the claim(s), Amount at issue, Disposition or status and Litigation, case style, number, and jurisdiction.

Tab 7 - 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 NO: 23-105-RFP Security Services and the Proposer's firm name on the sealed envelope.** (Reference Florida Statutes Section 119.071(1)(c) for exemption on financial records.)

Tab 8 – Additional Information

If there is no additional information provide a statement: "No additional information."

Tab 9 – Attachments (Forms to be turned in to the Aviation Authority)

Attachment A	Proposer's Certification Form.
Attachment B	Management Fee Schedule and Exhibit 4.
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
Attachment H	Proposer's W-9.
Attachment I	Letter of Bondability.
Attachment J	E-Verification Certification Form.
Attachment K	No Proposal Response Form, if applicable.

Revised per Addendum 2

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 one-hundred-twenty (120) 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. Type of identification produced:
Address:	***[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 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

Revised per Addendum 2

Attachment B - Proposal Price Form(s) – Location A

PURCHASING PROPOSAL 23-105-RFP-A

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 provide all personnel screening and security area monitoring services, to include, but not limited to, access control, vehicle search services, foot/vehicle patrol services, searches of persons, searches of property, and searches of equipment at multiple locations located throughout the Orlando International Airport, described in the Contract Documents.

TOTAL THREE (3) YEAR PROPOSAL PRICE:

_____ **$**_____

(Print Dollar Amount)

Authorized Signature: _____

Name and Title (Typed or Printed): _____

Date: _____

Revised per Addendum 2

MANAGEMENT FEE FOR SECURITY SERVICES – 23-105-RFP A

This Contract will be thirty-six (36) months in duration and shall be deemed effective on or about April 1, 2023 through March 31, 2026 with two one year options to renew.

Fee for Security Services Contract Years 1 – 3

Year 1	[1]Management Fee	_____
	[2]Reimbursable Payroll & Operating Expense Budget	$9,359,700.00
	Sub-Total for Year 1	_____
Year 2	[1]Management Fee	_____
	[2]Reimbursable Payroll & Operating Expense Budget	$9,640,600.00
	Sub-Total for Year 2	_____
Year 3	[1]Management Fee	_____
	[2]Reimbursable Payroll & Operating Expense Budget	$9,930,000.00
	Sub-Total for Year 3	_____

TOTAL THREE (3) YEAR COST	**$_____ (Enter Total Here and on Page 102)**

[1]Management Fee shall include all costs as listed **Section 4.4.** Use Exhibit 4 to provide the backup detailing the management fees for each year 1 through 3.

[2]Reimbursable Payroll & Operating Expense Budget shall include all costs as outlined in **Section 4.5**. Contractor's aggregate annual invoices shall not exceed the total as stated above for Years 1 through 3.

It is estimated that **212 FTE** reimbursable positions 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 reimbursable positions may range between **182 and 242** as actual conditions may cause the number of reimbursable positions 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.

Authorized Signature: _____

Name and Title (Typed or Printed): _____

Date: _____

Revised per Addendum 2

Attachment B - Proposal Price Form(s) – Location B

PURCHASING PROPOSAL 23-105-RFP-B

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 provide all personnel screening and security area monitoring services, to include, but not limited to, access control, vehicle search services, foot/vehicle patrol services, searches of persons, searches of property, and searches of equipment at multiple locations located throughout the Orlando International Airport, described in the Contract Documents.

TOTAL THREE (3) YEAR PROPOSAL PRICE:

_____ **$**_____

(Print Dollar Amount)

Authorized Signature: _____

Name and Title (Typed or Printed): _____

Date: _____

Revised per Addendum 2

MANAGEMENT FEE FOR SECURITY SERVICES – 23-105-RFP B

This agreement will be thirty-six (36) months in duration and shall be deemed effective on or about April 1, 2023 through March 31, 2026 with two one year options to renew.

Fee for Security Services Contract Years 1 – 3

Year 1	[1]Management Fee	
	[2]Reimbursable Payroll & Operating Expense Budget	$9,055,600.00
	Sub-Total for Year 1	
Year 2	[1]Management Fee	
	[2]Reimbursable Payroll & Operating Expense Budget	$9,327,400.00
	Sub-Total for Year 2	
Year 3	[1]Management Fee	
	[2]Reimbursable Payroll & Operating Expense Budget	$9,607,300.00
	Sub-Total for Year 3	
	TOTAL THREE (3) YEAR COST	$ (Enter Total Here and on Page 104)

[1]Management Fee shall include all costs as listed **Section 4.4**. Use Exhibit 4 to provide the backup detailing the management fees for each year 1 through 3.

[2]Reimbursable Payroll & Operating Expense Budget shall include all costs as outlined in **Section 4.5**. Contractor's aggregate annual invoices shall not exceed the total as stated above for Years 1 through 3.

It is estimated that **205 FTE** reimbursable positions 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 reimbursable positions may range between **175 and 235** as actual conditions may cause the number of reimbursable positions 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.

Authorized Signature: _____

Name and Title (Typed or Printed): _____

Date: _____

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 _____

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. If a question is not applicable, so indicate by writing "N/A".

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. Questions Related to Innovative Plans and or Approach

a. Describe technology, assets, and/or any other innovative plan/approach that provides your company with a competitive edge or advantage.

b. Describe if your company uses a third-party auditor (at no cost to the Aviation Authority), and how frequently, and/or any other innovative methods to ensure the highest quality of services in a highly regulated environment. If a third-party auditor is used, does the company intend share raw or summarized results with the Aviation Authority? If used, what would the third-party auditor be auditing?

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)

Bidder: 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: $_____

Total Term Value: $_____ Percent of Total Bid: _____%

AFFIRMATION:

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

By: _____
(MWBE Owner's Signature) (Title) (Date)

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

By: _____
(Bidder's Authorized Signature) (Title) (Date)

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

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: B05-22 Landside Terminal Landscape Maintenance I Irrigation Services

(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:

SAMPLE

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 - Letter of Bondability or Letter of Credit

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.

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 and understands only the Aviation Authority's Performance Bond form or Letter of Credit form will be accepted.

Attachment J – E-Verification Certification Form

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use the Employment Eligibility Verification System (E-Verify) to verify the work authorization status of all newly hired employees. The E-Verify system can be obtained at the U.S. Department of Homeland Security website: http://www/dhs.gov/E-Verify.

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration (also referred to as Bidder, Vendor or Contractor).

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration (also referred to as Sub- Vendor or Sub-Contractor).

Vendor/Contractor/Subcontractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- All persons employed by Vendor/Contractor/Sub-Contractor during the term of the contract, (including assigned sub-vendors/sub-contractors/sub-contractors), to perform employment duties within Florida and any work in pursuant to the contract with the Aviation Authority.

By entering into a contract with the Aviation Authority, the Contractor/Contractor becomes obligated to comply with the provisions of Section 2. Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.

The contractor shall maintain a copy of such affidavit for the duration of the contract. *Failure to comply will lead to termination of resulting contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court of Orange County, Florida no later than 20 calendar days after the date of termination. If the resulting contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.*

I hereby acknowledge and agree that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the resulting contract with the Greater Orlando Aviation Authority.

Company Name:_____

Authorized Name:_____Title:_____

Signature:_____Date_____

****

State of_____

County of _____

This instrument was acknowledged before me on_____(Date)

Notary Public Signature_____

Revised per Addendum 2

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 23-105-RFP Security Services for Orlando International Airport, opening at 11:00 a.m. Tuesday, October 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