

GREATER ORLANDO AVIATION AUTHORITY

INVITATION FOR BIDS

PURCHASING BID 15-19

SHUTTLE BUS MANAGEMENT SERVICES

ORLANDO INTERNATIONAL AIRPORT

ORLANDO, FLORIDA

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GREATER ORLANDO AVIATION AUTHORITY

PURCHASING BID 15-19

SHUTTLE BUS MANAGEMENT SERVICE

ORLANDO, FLORIDA

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ADDENDUM NO. 3

TO

PURCHASING BID 15-19 SHUTTLE BUS MANAGEMENT SERVICES ORLANDO INTERNATIONAL AIRPORT ORLANDO, FLORIDA

January 16, 2019

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

ITEM 1: Question: Please provide the current staffing plan and staffing schedules for Drivers,

Supervisors, Dispatchers and Utility Personnel.

Answer: See Attachment "A".

ITEM 2: Question: Please provide a current seniority list and wage scale for the current

employees.

Answer: See Attachment "B".

ITEM 3: Question: Please provide a copy of the current Contractor's invoices for each of the last

three (3) months.

Answer: See Attachment "C".

* END OF ADDENDUM NO. 3 * * * *

Vlad Opreanu 🦯

Senior Purchasing Agent

Date

				IVEL 3CI	Caaio				
Shift Bid#	Operator	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Total HRS
				EMPLOYEE SHI	JTTLE				
1		OFF	OFF	Run 1 04:00-12:30 8.0	40.00				
2		Run 2 04:04-12:34 8.0	Run 2 04:04-12:34 8.0	OFF	OFF	Run 2 04:04-12:34 8.0	Run 2 04:04-12:34 8.0	Run 2 04:04-12:34 8.0	40.00
3,		Run 3 04:08-12:38 8.0	Run 3 04:08-12:38 8.0	Run 3 04:08-12:38 8.0	Run 3 04:08-12:38 8.0	OFF	OFF	Run 3 04:08-12:38 8.0	40.00
4		OFF	Run 4 04:12-12:42 8.0	OFF	40.00				
5		Run 5 04:16-12:46 8.0	OFF	OFF	Run 5 04:16-12:46 8.0	Run 5 04:16-12:46 8.0	Run 5 04:16-12:46 8.0	Run 5 04:16-12:46 8.0	40.00
6		Run 6 04:20-12:50 8.0	Run 6 04:20-12:50 8.0	Run 6 04:20-12:50 8.0	OFF	OFF	Run 6 04:20-12:50 8.0	Run 6 04:20-12:50 8.0	40.00
7		Run 1 04:00-12:30 8.0	Run 1 04:00-12:30 8.0	Run 2 04:04-12:34 8.0	Run 2 04:04-12:34 8.0	Run 3 04:08-12:38 8.0	OFF	OFF	40.00
8		Run 4 04:12-12:42 8.0	Run 5 04:16-12:46 8.0	Run 5 04:16-12:46 8.0	OFF	OFF	Run 3 04:08-12:38 8.0	Run 4 04:12-12:42 8.0	40.00
9		OFF	OFF	OFF	Run 6 04:20-12:50 8.0	Run 6 04:20-12:50 8.0	Run 7 12:00-20:30 8.0	Run 7 12:00-20:30 8.0	32.00
10		Run 7 12:00-20:30 8.0	OFF	OFF	40.00				
11		OFF	OFF	Run 8 12:04-20:34 8.0	40.00				
12		Run 9 12:08-2038 8.0	Run 9 12:08-2038 8.0	OFF	OFF	Run 9 12:08-2038 8.0	Run 9 12:08-2038 . 8.0	Run 9 12:08-2038 8.0	40.00
13		Run 10 12:12-2042 8.0	Run 10 12:12-2042 8.0	Run 10 12:12-2042 8.0	Run 10 12:12-2042 8.0	OFF	OFF	Run 10 12:12-2042 8.0	40.00
14		OFF	Run 11 12:16-20:46 8.0	OFF	40.00				
15		Run 12 12:20-20:50 8.0	OFF	OFF	Run 12 12;20-20:50 8.0	Run 12 12:20-20:50 8.0	Run 12 12:20-20:50 8.0	Run 12 12:20-20:50 8.0	40.00
16		OFF	OFF	Run 9 12:08-2038 8.0	Run 9 12:08-2038 8.0	Run 10 12:12-2042 8.0	Run 10 12:12-2042 8.0	OFF N	32.00
17		Run 11 12:16-20:46 8.0	Run 12 12:20-20:50 8.0	Run 12 12:20-20:50 8.0	Run 13 20:00-0430 8.0	OFF	OFF	Run 11 12:16-20:46 8.0	40.00

	·			TIVE! OC	110aaic				
Shift Bid #	()naratar	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Total HRS
18		Run 13 20:00-0430 8.0	Run 13 20:00-0430 8.0	Run 13 20:00-0430 8.0	OFF	OFF	Run 13 20:00-0430 8.0	Run 13 20:00-0430 8.0	40.00
19		Run 14 20:04-04:34 8.0	Run 14 20:04-04:34 8.0	Run 14 20:04-04:34 8.0	Run 14 20:04-04:34 8.0	Run 14 20:04-04:34 8.0	OFF	OFF	40.00
20		OFF	OFF	Run 15 20:08-04:38 8.0	Run 15 20:08-04:38 8.0	Run 15 20:08-04;38 8.0	Run 15 20:08-04:38 8.0	Run 15 20:08-04:38 8.0	40.00
21		Run 16 20:12-04:42 8.0	Run 16 20:12-04:42 8.0	OFF	OFF	Run 16 20:12-04:42 8.0	Run 16 20:12-04:42 8.0	Run 16 20:12-04:42 8.0	40.00
22		Run 17 20:16 - 04:46 8.0	Run 17 20:16 - 04:46 8.0	Run 17 20:16 - 04:46 8.0	Run 17 20:16 - 04:46 8.0	OFF	OFF	Run 17 20:16 - 04:46 8.0	40.00
23		OFF	Run 18 20:20 - 04:50 8.0	Run 18 20:20 - 04:50 8.0	Run 18 20:20 - 04:50 8.0	Run 18 20:20 - 04:50 8.0	Run 18 20:20 - 04:50 8.0	OFF	40.00
24		Run 15 20:08-04;38 8.0	Run 15 20:08-04:38 8.0	OFF	OFF	Run 13 20:00-0430 8.0	Run 14 20:04-04:34 8.0	Run 14 20:04-04:34 8.0	40.00
25		OFF	OFF	Run 16 20:12-04:42 8.0	Run 16 20:12-04:42 8.0	Run 17 20:16 - 04:46 8.0	Run 17 20:16 - 04:46 8.0	Run 18 20:20 - 04:50 8.0	40.00
26		Run 18 20:20 - 04:50 8.0	OFF	OFF	Run 20 Bus7/Breaker 2 10:50-18:20 7.0	Run 20 Bus7/Breaker 2 10:50-18:20 7.0	Run 21 Bus7/Breaker 3 19:00-01:30 8,0	Run 21 Bus7/Breaker 3 19:00-01:30 8.0	38.00
27		Run 20 Bus7/Breaker 2 10:50-18:20 7.0	Run 20 Bus7/Breaker 2 10:50-18:20 7.0	Run 20 Bus7/Breaker 2 10:50-18:20 7.0	OFF	OFF	Full 19 - Bit 11 2 50 2 10 30 8 - Annex - 10 30 2 13 20 2 - 91 3	Run (9) 1977 250 (1030 America 1050 (4)20 95	40.00
28		Run 21 Bus7/Breaker 3 19:00-01:30 8.0	Run 21 Bus7/Breaker 3 19:00-01:30 8.0	Run 21 Bus7/Breaker 3 19:00-01:30 8.0	Run 21 Bus7/Breaker 3 19:00-01:30 8.0	Run 21 Bus7/Breaker 3 19:00-01:30 8.0	OFF	OFF	40.00
29		Run 19 Bkr.(t. 250±10.30) Ahnex 2 10:50° 13:20° 95	Run 19 Bus7/Breaker 1 02:50-10:30 7.0	Run 19 Bus7/Breaker 1 02:50-10:30 7.0	Run 19 EKG1 250210801 Anne (2 1050218120 1916	OFF	OFF	OFF	33.00
30		Run 8 12:04-20:34 8.0	Run 8 12:04-20:34 8.0	OFF	OFF	RUn 19 ERA 1 22 50 2 10 30 Afflex 2 (050 - 18 20 95	Run 20 Bus7/Breaker 2 10:50-18:20 7.0	Run 20 Bus7/Breaker 2 10:50-18:20 7.0	40.00
31		Annex 1 0710 - 1100 1315 - 1725 8.0	OFF	OFF	Annex 1 0710 - 1100 1315 - 1725 8.0	Αππέχ 1 0710 - 1100 1315 - 1725 8.0	Аппех 1 0710 - 1100 1315 - 1725 8.0	Annex 1 0710 - 1100 1315 - 1725 8.0	40.00

Shift		l		TVET CON		l	l		Total
Bid#	Operator	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	HRS
	ECONOMY SHUTTLE	la sama i el		NPP	Epoty 7-800A DO Castur Englisheda (6	ifest une necessoris	SPP	et i eserciario de la Compa	
32		OFF	OFF	(11) 2,0880 (120) 3(0)	AN-IN 60301-60300 608	74/1/A 00:240 (0(c)	(30) (0.850 (300) (1.60)	1242 0320 (200 300	40.00
33		18,47A -08900 17300 300	OFF	OFF	((* (12) (0:8:0 - (2:0:0) (3:0	(2145) (0300 - (200) (30	(\$4)3 (050)=(200) (\$(0	0543 0350 (20) (60)	40:00
34		1849 1860 (200 180	121 (FA) (03 S.O 4200) (3) O	OFF	OFF	1527 (651) (1510) (60)	13127A + (823), 4124b) (310	(M-2A (02-9) - (1910 - (3)(0	40.00
35		18/24 (02.9) (12.10 (3.0)	1\$1413 (0320) 41700 (330	(2345) (9350) (1260 (330	OFF	OFF	(12/45) (18/10 - (18/10) (180	(85.8a) (05.10 (73.10) (300	40.00
36		(8545) (0840-1940) (30)	4824 6820 4946 800	31.22A (02.50 - 12.10) (380)	(1)27/ (02/0=(230) /- (3)0	OFF	OFF	(#57A (033) (023) (03)	40.00
37		OFF	(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	1852) (952)) - (521) (30)	(1)245) (6246-45316 (30)	(\$1525) (6520) (1231) (310)	(1)(35) (1)(35) (1)(35)	OFF	40.00
38		OFF	ÖFF	13197A 20/230 - 1/220 330	(MSA (03.0) (P2.0) (30)	(MOA (0:176) (1250) (300)	18/8/A (0/470 - 1924) (3/0	(1/5)5) (0.55) (1/24) (5)(0	40.00
39		[1]\$1)\ (0][2]0, (122]0. (3]0]	OFF	OFF	(\$150) (\$150) (\$220) (\$30)	[7]:351 (6:5]6.4 [22:0] (3)6	 	3-04 3-04 37-35 - 140 1 303	40.00
40		(\$1510) (6830) (1994) 2 (840)	(NEA) (00.00) (0.20) (0)0	OFF	OFF	5- 4 CTSC - 200 200		8 E 2 C - 27 2 C	40.00
41		S+, 3 3730 + ,373 3730 + ,374	(N.43) (N.13) (122) (3)0	(1/95) (63-j) 1/24) (60)	OFF	OFF	8-1-4 01-8-4-8-8 8-8	\$-24 2741 = 141 544	40.00
42		8-15 7-30 - 300 8-3			8- 5 1780 - 38M 82	OFF	OFF	875 8741 87 84	40.00
43		OFF				8 - E 6180 - 1830 8 3	8 19 3148 - 1843 343	OFF	40.00
44		813 17-2 33 22		241.0 1040 + 1240 100	841.4 114.1 4 1818 84	841.4 81.40 + 181.0 81.0	OFF	OFF	40.00
45		OFF	OFF				\$-6A (160 - 152) (16	8-24 77-81 - 311 244	40.00
46		SALE Mark John British	7-12 7				OFF	OFF	40.00
47				OFF	OFF		8.74 7.63 - 670 33		40.00
48			<u></u>		4	OFF	OFF	OFF	32.00

Shift Bid#	Operator	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Total HRS
49		OFF	OFF	100-2000 100-2000 100-2000	90 (180 800) (190 800)	1969 2569 1969 2569 210	1800 2000 (30 (30	(14-1) (100-2000) (300-	40.00
50		(87-9) (48-0-2000 (300	OFF	OFF	18419 1850-2660 780	(\$1/13) (\$1.6) (2000 (3)0	0)(45) (5(4)(5-26(6) (5(6)	(N/45) (N/45) (A(40) (3(0)	40.00
51		(1771) (1860 - 200) (180	3557 (000-2000) (300-	OFF	OFF	(48.02-2000) (48.02-2000) (40.0	(345A (346)- 266) (36)	3755A 464.90 - 264.0 63.0	40.00
52		(897) - Ahtho 2010 800	1848 1689 (200) 180	1849) 1840) - 2000 1840)	OFF	OFF	1815) (1419-2016) 200	90) 950 - 7610 9519	40.00
53		(8) (8835) (16) (10) (20) (30)	1257A '3470- <u>2</u> 040 630	900 3000 - 3000 3157A	1797A 1149 - 2019 130	OFF	OFF	1867A 16409-2020 2800	40.00
. 54		OFF	7948 6190-2610 200	MSD MEO 2000 300	60.55 1660-2000 30	()955 (600 -5010 (30	DY(A) (1450-2050) (40	OFF	40.00
55		OFF	OFF	11157.\ 1450-2020 7-380	0369A 361:0-2030 380	(1955) (1 4:0 0 - 1950) (3:0)	(34) (44) (363) (46)	00513 (6150-) 2020 (30)	40.00
56		INGA (6150-2020) (310)	OFF	OFF	(1935) (1750-1493) (300	18453 1640-2020 30		8:4-4 680 - 3600 8:0	40.00
57		(0)0 (0)50 (3)7(0 (0)7(0)	11/3/A (11/30 /2020) (30)	OFF	OFF	8-6- 1360 - 8008 3.0	84.3 .880 - 1000 8.0	9-73 383 - 3633 833	40.00
58		\$-1,4 1530 -1,000 510	31(33 (650-2020 (30)	(AFJP) (M30) (2020) (80)	OFF	OFF	8 # - 16=8 30 0 0 80	458 (54, 345) (64,	40.00
59		943 831 MW 80	8-ws 880 - 1008 830	E4.1.1 1022 - 1010 11	244 . 111 1.4 114.11 . 7 1	OFF	OFF	8 v# 18 (0 + 83),0 8,0	40.00
60		OFF					8-63 :840 - 1010 83	OFF	40.00
61		9-54 15 G - 1000 110	844 344-000 80	2 % 4-2 % 3 %		8 6 K 1640 - ACAC 1820	OFF	OFF	40.00
62		OFF	OFF	247.3 11.1 4 1 1 1	8-1. 1	8-58 18-2 - 00-0 18-7	8.5- 80, N.V. 3-	47, 1866 - 94.0 8-34	40.00
63		##F #47 (290)		(1434) (1504) (151	7-54 551 x (12)	94.5 k 1580 k 0010 139	OFF	OFF	40.00
64		7 E.A. 10 E.A. 10 A.A.		OFF	OFF	282 - 2012 283 - 2012 283	8988 987 - 1717 87		40.00
65		\$41 64 - 125 6	1.44 887 - 2014 1			OFF	OFF		40.00
66		OFF	OFF	37.6A 71:800-02:00 1300	- (1] #A (1920) - (6*)(30 (3)(3)	[N:#A] [1:x[0] (0)[6:0] :3[0]	10.05 10.05	8.77A (99% - 69%) (9)%	40.00
67		(/)://\ 4[9]*0-(0;(0) (3]0	OFF	OFF	(11775) (1920) (01160 (190)	(300) (300) (300)	0/562 [90,000 (00 (30)	(\$(7f3) (\$50) <0550) (30)	40.00
68		(2) (1) (1/2	1977) 10850-0550 100	OFF	OFF	1920 1970 19810 1980	1000 1000 - 610 1000 - 610	(N97) (12/19 (0/4/0) (3/0)	40.00

Shift Bid #	Operator	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Total HRS
69		1820 1820 (0.00 190	(49.00 40.00) (19.00 40.00) (300	107(5) (1940 s.C.(6) (30)	OFF	OFF	(1999) (1979) (1986) (180	(\$)(0)3 (020)3(0)4(0 (3)(0)	40.00
70		19:40 - 04:00 x (9:00 - 04:00 x (9:00	1820-0350 (1820-0350 (30)	1919 (0310 300	1887) (1940-1687) 190	OFF	OFF	1894 (1 20-020 (80	40.00
71		OFF	(1) (2) (2) (1) (2) (2) (3) (4) (3) (4)	(\$250) (\$250) (\$250)	(MEE) (P20, 20510 (MEE)	(\$935) (\$20)-30,500 (30)	(1970) (1970) (1970)	OFF	40.00
72		OFF	OFF	3) 9A 4959 (020) (30)	(1997) (1990-1994) (3)(0)	(8)9A (850 46)20 (30	(8:413) 18:50 (6:520) 18:0	(819):) (8170 - 01190) (310	40.00
73		1259-3020 1959-3020 199	OFF	OFF	(1959) (1950-055) (1960)	(\$993) (\$530 (\$530) (\$60)			40.00
74		2 (899) 19 (899) (819) 18 (80)	APPA 024:0-03612 013	OFF	OFF			8-7 8 12-80 - 787 1 8-7	40.00
75		8 A 1880 (1811) 20	(193) (1930-0914) (30)	(1195) 115(0 (0.1250) 13(0)	OFF	OFF	\$4\$ 4. 254 (14.780) 330		40.00
76		8-79 1880 - 1801 830	871- 2781 - 6870 87		841. 888 J = 01 L 1 831	OFF	OFF	8-53 25-72 - 35-73 5-7	40.00
π		OFF	8-73 1990 - Jelan 8-0	3413 1230 4 1801 800	747 B 050 T		8-65 15-0 - 0500 5.0	OFF	40.00
78		848.4 1848 - 1860 840	540A 2547 - 3500 370		7484 28 11 4 12 1 1 811	1828 2001 - 1010 100	OFF	OFF	40.00
79		OFF	OFF	8-80 10-0 0800 30	AUB 2541 - 1955 312		\$49.4 1380 - 6860 638	8-6.4 360 - 1974 3.3	40.00
80		8 8 8 3340 - (80) EU	9436 134 1 4 63 0 80			E 1 4 1981 4 104 1	OFF	OFF	40.00
81		9-8 () 1380 - 1911 14	8494 2870 - 1930 93	OFF	OFF	5473 1250 4 0 50 1 4 0	8 8P 1890 - 280 (92)	849.1 1890 - 1650 330	40.00
82			# 34 1541 - 1541 431	930 3 10 10 4 2 100 10 1	1-11	OFF	OFF	OFF	32.00
83			OFF	OFF				120 120	40.00
84					OFF	OFF			40.00
85							OFF	OFF	40.00
86		OFF						OFF	40.00

Attachment "A"
Schedule for Supervisors, Dispatchers and Bus Wash

Shift Bid#	Employee	Friday	Saturdáy	Sunday	Monday	Tuesday	Wednesday	Thursday	Total HRS
				EMPLOYEE SHU	JTTLE				
1	Bus Wash	0700-1530	OFF	OFF	0700-1530	0700-1530	0700-1530	0700-1530	40.00
2	Supervisor	0600-1400	OFF	OFF	0600-1400	0600-1400	0600-1400	0600-1400	40.00
3	Supervisor	OFF	OFF	1400-2200	1400-2200	1400-2200	1400-2200	1400-2200	40.00
4	Supervisor	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	OFF	OFF	40.00
5	Supervisor	1400-2200	1400-2200	0600-1400	OFF	OFF	2200-0600	2200-0600	40.00
6	Dispatcher	2000-0400	OFF	OFF	0400-1200	1200-2000	1200-2000	2000-0400	40.00
7	Dispatcher	0400-1200	0400-1200	OFF	OFF	0400-1200	0400-1200	0400-1200	40.00
8	Dispatcher	1200-2000	1200-2000	1200-2000	1200-2000	OFF	OFF	1200-2000	40.00
9	Dispatcher	OFF	2000-0400	2000-0400	2000-0400	2000-0400	2000-0400	OFF	40.00

Attachment "B" Driver List

	National Expr	ess Transit C		11/29/	18
Route	Last name	First name		ırly Pay Rate	Hire Date
BUS		-			
WASH	Alicea	Elvin	\$	14.30	5/2/2014
SAT	Arzola	Felix	\$	15.34	9/22/2008
EPL	Baptiste	Dunel	\$	14.00	3/20/2017
SAT	Berrio	Jose	\$	15.34	10/31/2005
SAT	Blanc	Elissaint	\$	14.15	5/16/2016
SAT	Blanco	Ismael	\$	15.34	2/21/2005
EPL	Brink	Curtis	\$	13.50	11/2/2018
SAT	Burdick	Paul	\$	14.84	10/30/2013
EPL	Butts	Timothy	\$	13.50	11/23/2018
SAT	Camelo	Carlos	\$	19.18	1/26/1990
EPL	Campbell	Maureen	\$	13.50	9/14/2018
SAT	Castan	Maurice	\$	14.94	8/12/2013
SAT	Cobbs	Theresa	\$	13.50	9/21/2018
EPL	Colon	Jose	\$	15.34	11/22/2011
SAT	Colon	James	\$	14.84	10/30/2013
SAT	Cruz	Egberto	\$	15.70	2/24/2000
DISP	Curbelo	Hector	\$	15.70	11/25/2015
SAT	Currie, Sr.	Virgil	\$	14.15	6/13/2016
SAT	D'Aguiar	Gregory	\$	18.27	4/6/1991
SAT	Daley	Gibson	\$	13.50	9/21/2018
SAT	De La Rosa	Jorge	\$	14.84	1/6/2014
SAT	DeLeon	Carmen	\$	15.34	9/17/2007
SAT	Diaz	Nelson	\$	15.34	8/11/2008
EPL	Dookharan	Rohan	\$	13.50	11/16/2018
EPL	Echevarria	Susana	\$	14.84	3/31/2014
SUP	Echevarria	Zulma	\$	18.21	1/8/2011
SAT	Eroles	Jose	\$	14.94	4/1/2013
EPL	Essouidi	Kamal	 \$	13.50	10/19/2018
SAT	Fernandez, Jr.	Sebastian	\$	14.00	2/6/2017
SUP	Fraticili	lda	\$	17.68	7/30/2012
SAT	Fussaint	Dener	\$	15.34	1/30/2007
SAT	Gabriel	Evens	\$	14.15	8/8/2016
SUP	Giron	Jose	\$	16.25	8/3/2018
EPL	Gonzalez	Neil	\$	13.50	9/7/2018
SAT	Gregory	Francisco	\$	15.34	11/1/2006
EPL	Harris, II	Levon	\$	13.50	10/22/2018
EPL	Hudson	Kevin	\$	13.50	11/9/2018
SAT	Jacques	Deslandes	\$	15.34	8/2/2007
SAT	Kersey	lassc	\$	13.50	10/19/2018
EPL	Lemon	Kyle	\$	13.50	10/12/2018
SAT	Lemos Cardona	Walter	\$	14.84	1/6/2014
SAT	Lopez	Jose	\$	15.34	9/28/2007
SAT	Malave	Secundino	\$	15.67	9/11/1997
SAT	Marcelin	Jean	\$	14.15	12/19/2016
EPL	Martinez	Miguel	\$	13.50	9/14/2018
EPL	Martinez	Milton	\$	13.50	8/31/2018
EPL	Mendez	Jose	\$	13.50	10/15/2018
SAT	Miller	Theresa	\$	15.34	11/22/2011
EPL	Monar	Carlos	\$	15.34	7/6/2010
EPL	Morales	Wilfredo	\$	15.83	10/19/1996
			*	. 0.00	.5, .5, 1000

Attachment "B" Driver List

National Express Transit Corp. 11/29/18

Route	Last name	First name		ırly Pay Rate	Hire Date
SAT	Morales	Ulises	\$	14.15	6/13/2016
EPL	Munoz	Hector	\$	14.67	2/23/2015
EPL	Ocasio	Santos	\$	14.15	9/6/2016
SAT	Olivo	Franklin	\$	14.15	7/11/2016
EPL	Olmeda	Juan	\$	18.22	8/13/1990
SAT	Orozco	Galo	\$	13.50	9/21/2018
SAT	Perez	Jose	\$	15.15	2/27/2012
SAT	Pierre	Emmanier	\$	15.34	7/14/2005
DISP	Pimentel	Luis	\$	16.48	5/12/1999
SAT	Pimentel	Julio	\$	15.34	10/2/2006
DISP	Pinero	Edmelinda	\$	14.60	6/4/2018
EPL	Pomales	Luz	\$	14.15	11/14/2016
SAT	Quezada	Rafael	\$	15.15	4/9/2012
SUP	Ramirez	Luis	\$	16.25	2/9/2018
SAT	Ramos	Wilfred	\$	18.05	11/5/1990
EPL	Rios	Gregory	\$	13.50	8/24/2018
SAT	Rivera	Juan	\$	14.94	3/4/2013
EPL	Rivera	Fernando	\$	15.34	2/17/2007
EPL	Rivera	Luis	\$	13.50	11/16/2018
SAT	Rivers	Devin	\$	14.15	9/6/2016
SUP	Rock	Diane	\$	18.18	2/27/2012
EPL	Rodriguez	Hector	\$	13.50	9/14/2018
SAT	Rodriguez	Jeffrey	\$	15.70	11/18/1999
EPL	Rosario	Marisol	\$	14.94	1/15/2013
SAT	Rubiano	Cesar	\$	15.34	7/19/2006
EPL	Sanchez	Edmundo	\$	15.34	1/26/2007
EPL	Santana	Neftali	\$	15.34	7/20/2006
EPL	Santiago	Mark	\$	14.15	2/15/2016
SAT EPL	Senatus	Pierre	\$	14.94	4/1/2013
	Shavers	Twilla	\$ \$	15.34	3/11/2008
SAT SAT	Sierra	Anissia	\$ \$	15.34	10/17/2011
SAT	Singh Siriveeraphan	Terrance Vatchara	-\$ -	14.15 15.34	9/6/2016 5/23/2000
SAT	Smith	Demetrius	\$		11/9/2018
EPL	Smith	India	\$ \$	13.50 13.50	11/23/2018
EPL	Smith	Nicole	\$	13.50	11/9/2018
SAT	Sosa	Orlando	\$	15.34	5/13/2006
SAT	Soto	Reinerio	\$	14.84	6/11/2014
SAT	Soto	Jaime	<u> </u>	15.34	10/17/2011
SAT	Stewart	Robert	\$	18.47	7/5/1991
SAT	Telisnor	Elisson	\$	14.15	7/11/2016
SAT	Then	Fernando	\$	14.84	1/6/2014
SAT	Torres	Carlos	\$	15.34	5/18/2000
EPL	Torres	Juan	\$	13.50	9/28/2018
EPL	Valle	Marceau	\$	14.84	10/30/2013
EPL	Velez	Freddy	\$	15.34	2/1/2011
EPL	Verrette	Charles	\$	13.50	10/26/2018
SAT	Villar	Francisco	\$	15.34	7/30/2007
SAT	Voltaire	Lelio	\$	15.34	10/27/2002
EPL	Williams	Natalie	\$. 14.15	2/15/2016
SAT	Wilson	Edgar	\$	15.15	9/24/2012
DISP	Wright	Sheantel	\$	14.60	6/4/2018
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EMPLOYEE LOT REIMBURSABLE EXPENSES August 10 - September 6, 2018

national expl Invoice number: 91623916-A

Invoice Date:

15-Oct-18

Invoice/item Base Payroll Overtime Pay Sick Pay Vacation Pay Holiday Pay	\$48,334.68 \$7,909.80 \$372.68 \$1,656.80	\$10,178.52 \$1,836.08 \$208.80	তিনী \$58,513.20 \$9,745.88
Overtime Pay Sick Pay Vacation Pay	\$7,909.80 \$372.68	\$1,836.08	\$9 ,745.88
Sick Pay Vacation Pay	\$372.68		• •
Vacation Pay	,	\$208.80	1
•	\$1,656.80		\$581.48
Holiday Pay		\$522.00	\$2,178.60
The state of the s	\$2,026.96	\$0.00	\$2,026.96
Payroli Tax	\$4,578.11	\$975.03	\$5,553.14
State & Federal Unemployment Tax	\$318.38	\$24.77	\$343.15
TOTAL PAYROLL EXPENSE	\$65,197.41	\$ 13,745.20	\$78,942.61
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Bus Washing/Waxing supplies & equipment	In Contract of the Contract of Contrac		s -
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Other			s -
TOTAL OPERATING EXPENSE	\$ -		\$
D.	MAGEMENT FEE		
E224	National Express		Tori
	\$ 26,892.91		\$ 26,892.91
Telephone Expense Credit	\$ (14.21)		\$ (14.21)
	s -		s -
	\$ 26,878.70		\$ 26,878.70
		BOOK OF BORD OF SAME	red
TOTAL CONTRACTOR EXPENSE	\$ 92,076.11	\$ 13,745.20	\$ 105,821.31
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ECONOMY LOT REIMBURSABLE EXPENSES August 10 - September 6, 2018

Invoice number: 91623916-B invoice Da

15-Oct-18

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Base Payroll	\$97,946.30	\$10,629.36	\$108,575.66
Overtime Pay	\$11,186.45	\$1,204.95	\$12,391.40
Sick Pay	\$775.68	\$208.80	\$984.48
Vacation Pay	\$4,343.20	\$610.80	\$4,954.00
Holiday Pay	\$5,474.08	\$734.46	\$6,208.56
Payroli Tax	\$9,125.66	\$1,024.21	\$10,149.87
State & Federal Unemployment Tax	\$327.24	\$32.71	\$359.95
TOTAL PAYROLL EXPENSE	\$129,178.61	\$14,445.31	\$143,623.92
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Bus Washing/Waxing supplies & equipment		\$	•
Uniforms		s	•
Printing of Vehicle Locater Slips		s	•
Other			
TOTAL OPERATING EXPENSE	\$ -	S. S.	
	(MANAGEMENTALE)		
lavelt cellisia	ं स्टब्स्य स्वीत्रकार्धि ं		ing d
Management Fee	\$ 40,339.37	S	40,339.37
Telephone Expense Credit		s	•
Performance Deduction	\$ (4,750.00)	s	(4,750.00)
TOTAL MANAGEMENT FEE EXPENSE	\$ 35,589.37	s	

TAL CONTRACTOR EXPENSE	\$164,767.9	8 \$	14,445.31 \$	179,213,2

Attachment "C"

EMPLOYEE LOT REIMBURSABLE EXPENSES July 13 - August 9, 2018

national express Invoice number: 91614167-A Invoice Da

Invoice Date:

19-Sep-18

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Base Payroll	\$47,964.64	\$11,339.86	\$59,304.50
Overtime Pay	\$8,695.46	\$2,479.42	\$11,174.88
Sick Pay	\$1,202.26	\$101.36	\$1,303.62
Vacation Pay	\$1,874.40	\$1,566.00	\$3,440.40
Holiday Pay	\$246.88	\$0.00	\$246.88
Payroll Tax	\$4,515,46	\$1,184.69	\$5,700.15
State & Federal Unemployment Tax	\$198.63	\$0.00	\$198.63
TOTAL PAYROLL EXPENSE	\$64,697.73	\$ 16,671.33	\$81,369.06
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Bus Washing/Waxing supplies & equipment			s .
Uniforms			\$
Printing of Vehicle Locater Stips			s -
Other			\$ -
TOTAL OPERATING EXPENSE	s -		.\$
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Management Fee	\$ 26,892.91	TANK TANK TANK TANK TANK TANK TANK TANK	\$ 26,892.91
Telephone Expense Credit	\$ (11.82)		\$ (11.82)
Performance Deduction	\$ -	ngaman genggi, trans tigan ang gana di ara	s -
TOTAL MANAGEMENT FEE EXPENSE	\$ 25,881.09		\$ 26,881.09
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TOTAL CONTRACTOR EXPENSE	\$ 91,578.82		\$ 108,250.15
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ECONOMY LOT REIMBURSABLE EXPENSES July 13 - August 9, 2018

national express

Invoice number: 91614167-B

Invoice Date:

19-Sep-18

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Base Payroll	\$99,253.43	\$6,419.93	\$105,673,36
Overtime Pay	\$13,360.23	\$1,232.22	\$14,592.45
Sick Pay	\$378.64	\$104.00	\$482.84
Vacation Pay	\$3,847.12	\$1,566.00	\$5,413.12
Holiday Pay	\$225.92	\$0.00	\$225.92
Payroli Tax	\$8,885.30	\$713.15	\$9,598.45
State & Federal Unemployment Tax	\$264.24	\$0.00	\$264.24
TOTAL PAYROLL EXPENSE	\$125,214.88	\$10,035.30	\$136,250.18
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Bus Washing/Waxing supplies & equipment		s	•
Uniforms		s	. •
Printing of Vehicle Locater Slips		s	•
Other		s	•
TOTAL OPERATING EXPENSE	s -	8	
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lweitellem .	REALESTER		<u>।</u> दिस्ती
Management Fee	\$ 40,339.37	s	40,339.37
Telephone Expense Credit		\$	*
Performance Deduction	\$ (7,250.00)	s	(7,250.00
TOTAL MANAGEMENT FEE EXPENSE	\$ 33,089.37	\$	33,089,37

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TOTAL CONTRACTOR EXPENSE	\$159,304.25	s	10,035.30	\$ 169,339.55
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Attachment "C"

EMPLOYEE LOT REIMBURSABLE EXPENSES June 15 - July 12, 2018

national express Invoice number: 91606134-A Invoice Da

Invoice Date:

22-Aug-18

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[most][fiii]		Bosti	चित्री
Base Payroll	\$47,817.38	\$17,101.44	\$64,918.82
Overtime Pay	\$5,328.34	\$1,938.81	\$7,267.15
Sick Pay	\$1,150.08	\$0.00	\$1,150.08
Vacation Pay	\$2,450.80	\$522.00	\$2,972.80
Holiday Pay	\$2,282.16	\$0.00	\$2,282.16
Payroll Tax	\$4,405.03	\$1,496.53	\$5,901.56
State & Federal Unemployment Tax	\$31.88	\$0.00	\$31.88
TOTAL PAYROLL EXPENSE	\$63,465.67	\$ 21,058.78	\$84,524.45
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meiledeval	National Express	est (peth	्रिक्ष
Bus Washing/Waxing supplies & equipment		the state of the s	\$.
Uniforms			\$
Printing of Vehicle Locater Slips			s .
Other			s .
TOTAL OPERATING EXPENSE	\$ -	The second secon	\$
	MANYAGEMENDOREE		
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Management Fee	\$ 26,892.91		\$ 26,892.91
Telephone Expense Credit	\$ (6.79)		\$ (6.79)
Performance Deduction	\$ -		· S -
TOTAL MANAGEMENT FEE EXPENSE	\$ 26,886.12		\$ 26,886.12
	A National Every 1	Eberio	ายส
TOTAL CONTRACTOR EXPENSE	\$ 90,351.79	\$ 21,058.78	\$ 111,410.57
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च्यानस्थ्याचनस्थ्यात्राक्षात्राच्याच्याच्या	essylmhaldcom)		\$ 1110,010,577

ECONOMY LOT REIMBURSABLE EXPENSES June 15 - July 12, 2018

national express Invoice number: 91606134-B Invoice Da

22-Aug-18

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\$5,324.5	7 \$1,626.38	\$6,950.95
\$1,214.7	2 \$408.48	\$1,623.20
\$4,790.8	\$0.00	\$4,790.80
\$5,259.2	\$1,250.80	\$6,510.00
\$8,899.6	7 \$1,415.92	\$10,315.59
\$168.7	9 \$0.00	\$168.79
\$126,321.7	\$19,924.60	\$146,246.39
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والإسراف الفريون فالمناقل فالمعادات الإساف فالمعطفات فيتفاشطنا ومستماك فللفط فالاطاف المتعادات	Al EbSale	્રિલાની
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		See Sale	โซนา
OTAL CONTRACTOR EXPENSE	\$162,053.80	\$ 19,924.60	\$ 181,978.40

ADDENDUM NO. 2 TO PURCHASING BID 15-19 SHUTTLE BUS MANAGEMENT SERVICES ORLANDO INTERNATIONAL AIRPORT ORLANDO, FLORIDA

January 11, 2019

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

ITEM 1: Question:

BF-13 - This not to exceed amount appears to indicate that at any time, GOAA can request the addition of between 100 to 120 Shuttle Bus Drivers. We believe GOAA intends that the not to exceed amount would include the cost of up to 120 drivers. Should vendors assume that the reimbursable portion of the pricing would need to support up to this many drivers?

<u>Answer:</u> Bidders should assume up to 120 Full Time Equivalent (FTE) reimbursable positions for determining the Management Fee.

ITEM 2: Question: Can the background experience of a Sr. Manager (assuming from a different company than the Bidder) qualify for 800 passenger transport at the operation of a major hub? If so, what are the requirements?

Answer: The background experience from a Sr. Manager from a different company than the Bidder, even if the Bidder hired such Sr. Manager, may not be used to meet the minimum responsibility criteria of the company as found in Section 14.3 of the Instructions to Bidders, Page IB-9. Each Bidder should be diligent in providing its verifiable evidence and to make sure that it meets each of the criteria as found in Section 14.3.

ITEM 3: Question: 1.9.5 - Please provide a detailed fleet list with the current mileage of each bus in the fleet?

Answer: See Attachment "A". COBUS vehicles are not included as they are based on hours, not miles.

ITEM 4: Question:

Since workers compensation insurance is included in the Contractor's Management Fee, please provide a break-down of the actual reimbursable payroll costs for each of the last three (3) years. Additionally, please provide a break-down of budgeted reimbursable payroll costs for each of the three (3) years covered by this IFB.

Answer:

Previous Contract 17-15

Year 1

Year 2

Year 3 10 months

Actual Payroll Expenses

\$2,851,438.38 \$3,296,145.64 \$2,614,421.12

Bid 15-19

Year 1

Year 2

Year 3

Budgeted Payroll Expenses

\$4,607,400.00 \$4,722,600.00 \$4,840,600.00

ITEM 5:

Question:

When will it be required to provide the names of the 4 Assistant Managers and 2

Administrative Aides?

Answer:

See Page IB-2, Section 2.10.

ITEM 6:

Questions: During the Pre-bid conference it was stated to budget for 120 reimbursable employees. Can you provide the specific number of employees required for each

positon?

Supervisor

Dispatchers **Bus Washers**

Shuttle Bus Drivers

Answer:

See Addendum No. 1 Attachment "D",

END OF ADDENDUM NO. 2

Vlad Opreanu

Senior Purchasing Agent

Attachment "A"

Bus Mileage

Bus #	Model	Mileage 1/10/19
1849	2011 ARBOC, LOW FLOOR	450639
1850	2011 ARBOC, LOW FLOOR	465573
1851	2011 ARBOC, LOW FLOOR	474136
1852	2011 ARBOC, LOW FLOOR	470352
1853	2011 ARBOC, LOW FLOOR	464481
1854	2011 ARBOC, LOW FLOOR	470219
1872	2011 ARBOC, LOW FLOOR	452444
1874	2011 ARBOC, LOW FLOOR	468750
1938	2013 FREIGHTLINER SPRINTER BUS	361369
1939	2013 FREIGHTLINER SPRINTER BUS	366997
1940	2013 FREIGHTLINER SPRINTER BUS	368099
1941	2013 FREIGHTLINER SPRINTER BUS	355147
1942	2013 FREIGHTLINER SPRINTER BUS	383310
1943	2013 FREIGHTLINER SPRINTER BUS	376450
1944	2013 FREIGHTLINER SPRINTER BUS	360346
1945	2013 FREIGHTLINER SPRINTER BUS	375134
2087	2017 Ford E-450 SUPER DUTY	58578
2088	2017 Ford E-450 SUPER DUTY	60663
2089	2017 Ford E-450 SUPER DUTY	43423
2090	2017 Ford E-450 SUPER DUTY	56484
2091	2017 Ford E-450 SUPER DUTY	51280
1241	2001 GILLIG 40' BUS (212)	98430
1397	2001 GILLIG 40' BUS (213)	33666
1625	2006 GILLIG 40' BUS (# 214)	75559
1721	2007 GILLIG 40' BUS (216)	768481
1722	2007 GILLIG 40' BUS (#217)	759826
1723	2007 GILLIG 40' BUS (#215)	761351
1732	2007 GILLIG 40' BUS (#218)	512999
1733	2007 GILLIG 40' BUS (#219)	495890
1896	2012 GILLIG 40' BUS, LOW FLOOR	341160
1897	2012 GILLIG 40' BUS, LOW FLOOR	221719
1898	2012 GILLIG 40' BUS, LOW FLOOR	209448
2126	2018 Ford F-650	8713
2127	2018 Ford F-650	10827
2128	2018 Ford F-650	9656
2129	2018 Ford F-650	7117

ADDENDUM NO. 1

PURCHASING BID 15-19 SHUTTLE BUS MANAGEMENT SERVICES ORLANDO INTERNATIONAL AIRPORT ORLANDO, FLORIDA

January 9, 2019

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

- ITEM 1: Replace Page 1 with corrected Page 1. Page is revised to modify the bid opening to 3:00 p.m, January 24, 2019.
- ITEM 2: Replace Page 2 with corrected Page 2. Page is revised to correct bid bond requirement listed and remove a duplicate section.
- ITEM 3: Replace Page IB-7 with corrected Page IB-7. Page is revised to remove bolded text from Section 10.
- ITEM 4: Replace Pages IB-12, IB-13, IB-14 and IB-15 with corrected Pages IB-12, IB-13, IB-14 and IB-15. Pages are revised to correct referenced form pages.
- ITEM 5: Replace Page S-13 with corrected Page S-13. Page is revised to remove one 40' Ford F-650 from the list of vehicles.
- ITEM 6: Question: Will the Authority provide at its expense fuel for the support vehicle(s) provided by the Contractor dedicated to the Shuttle Bus Management Services?
 - Answer: No, the Authority only provides fuel for the bus fleet as specified on Page S-12 in section 1.9.4. Fuel cost for Contractor provided vehicles shall be included in the Management fee.
- ITEM 7: Question: Will DSL/Internet services be available to the Contractor in the Facilities provided to the Contractor by the Authority?
 - Answer: DSL/Internet will be available to the Contractor. The cost should be included in the Management Fee.

ITEM 8: Question: Will the Authority pay directly for all utilities (including electricity, gas, water, DSL/intranet and telephone) servicing the Facilities furnished to the Contractor or will the costs for same be reimbursable expenses?

Answer: The Authority provides all facility utilities at no cost except for Interstate/Intrastate long distance charges and DSL/internet which should be included in the Management Fee. (See page GC-3 section 2.4.2.)

ITEM 9: Question: One reference provides that the fleet to be furnished to the Contractor includes 42 vehicles. Another reference reflects that 43 vehicles will be furnished. Which is the proper number of vehicles?

Answer: The Authority currently has 42 buses. (See item number 5 above.)

ITEM 10: Question: Automobile Liability Insurance is a non-reimbursable expense and is to be included in the Contractor's Management Fee. Is it correct to assume that if additional vehicles are added to the fleet by the Authority or at the Authority's request, the cost of Automobile Liability Insurance for such additional vehicles either will be directly reimbursed by the Authority to the Contractor or the Contractor's Management Fee will be increased to include the cost of same?

Answer: The Authority's bus fleet is fluid (which includes increases and decreases) but will not change the limit of liability exposure. The Authority currently has seven (7) new Econoline Economy buses on order to be delivered on or about August 2019. Bidders should include this anticipated fleet increase in their proposed Management Fee.

ITEM 11: Question: Other than Authority provided radios, what technologies, if any, currently support the Shuttle Services (e.g., GPS, estimated time of arrival, security cameras, Automated Passenger Counters, etc.)? If any such technologies are utilized, will such technologies be available to the Contractor at the Authority's direct expense or as reimbursable expenses?

Answer: Currently there is no additional technologies in the bus fleet but the Authority is currently looking at options to add cameras and GPS to the bus fleet. The Authority would own and maintain this equipment at no cost to the Contractor.

ITEM 12: Question: If Contractor presents technologies to be utilized in the Shuttle Bus Services, e.g., GPS, Automated Passenger Counting, wireless DVIR [Zonar] system, Surveillance Cameras, Estimated Time of Arrival wireless access, will the Authority consider introducing such enhancements and, if so, will the costs thereof be reimbursable?

Answer: The Authority is considering technologies but if the Contractor chooses a technology and installs it, with Authority approval, then the Contractor shall cover the cost.

ITEM 13: Question: If the Contractor is permitted to equip the vehicles with a new technology(ies) at the Contractor's expense, will the monthly and/or annual use costs of such technologies be reimbursable?

Answer: No, if the Contractor chose a technology and installed it, with Authority approval, then the Contractor shall cover the cost.

ITEM 14: Question: Ten (10) year work histories are mandated. Can this standard be reduced to seven (7) years?

Answer: The Authority requires a ten (10) year work history.

ITEM 15: Question: Are start-up training wages reimbursable?

Answer: Yes, the reimbursable employees hourly wages, during training are reimbursable.

ITEM 16: Question: Are recurrent/periodic training wages reimbursable?

Answer: Yes, the reimbursable employees hourly wages, during training are reimbursable.

ITEM 17: Question: Are wages for GOAA mandated training reimbursable?

Answer: Yes, the reimbursable employees hourly wages, during training are reimbursable.

ITEM 18: <u>Question</u>: Will the Authority indemnify the Contractor from pre-existing environmental issues at/in the Facilities?

Answer: Any Authority location involving an environmental issue is the Authority's responsibility. Any environmental issues caused by the Contractors At Fault vehicle accident is the responsibility of the Contractor at the limits of liability requirements.

ITEM 19: <u>Question</u>: Is the vehicle washing facility at the Facilities equipped with an oil/water separator?

Answer: Yes, the wash facility has an oil/water separator.

ITEM 20: <u>Question</u>: What licenses, registrations and permits are required by applicable governing agencies?

Answer: 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 per Page S-7 Section 1.5 and Page GC-5 Section 3

ITEM 21: Question: Is it correct to assume that all requisite licenses relating to the vehicles provided by the Authority are either provided by the Authority, are fee-exempt or are reimbursable expenses?

Answer: Yes, all required license plates for the bus fleet are provided by the Authority.

ITEM 22: Question: Is it correct that the Authority is responsible for extraordinary maintenance and/or repair and/or replacement of systems and structural elements of the Facilities (including the bus wash facility/equipment) to be provided to the Contractor?

Answer: Acts of God and normal wear and tear maintenance are covered by the Authority.

ITEM 23: Question: Is it correct that the Authority will provide refuse collection services at no cost to the Contractor or that the costs of such services are reimbursable?

<u>Answer:</u> The Contractor is responsible for collection of waste from the provided work areas. The Authority provides designated trash refuse containers and disposal at no cost to the Contractor.

ITEM 24: Question: Over the last year, how many times was the current Contractor required to provide Contractor owned or leased shuttle buses, and how many buses were furnished in each instance?

Answer: The Authority used leased buses during the 2017 Thanksgiving (170 hrs) and Christmas (1,030 hrs) holiday season. The Authority may request leased buses as identified on Page S-23, Section 3.5.

ITEM 25: Question: Are pre-employment drug and alcohol tests reimbursable?

Answer: No, the cost shall be included in the Management Fee.

ITEM 26: <u>Question</u>: With respect to deductions, is it correct that multiple complaints relating to the same incident will be considered only one Complaint?

Answer: It depends on the incident and the nature of the complaints, but in most cases they would be considered as a single complaint.

ITEM 27: Question: Please provide a copy of the current Collective Bargaining Agreement covering employees of the current Contractor.

Answer: A copy of the current Collective Bargaining Agreement is included as an attachment to this Addendum as Attachment "A".

ITEM 28: Question: Do any current health insurance premiums for employees of the existing Contractor exceed \$425 per month and, if so, by how much and for how many employees?

<u>Answer</u>: The previous contract does not provide for health insurance as a reimbursable item. Therefore, the Authority does not have access to health insurance information.

ITEM 29: Question: Three pre-approved holidays are reimbursable by the Authority. How many paid Holidays do employees of the current Contractor receive annually?

<u>Answer:</u> During the previous Contract the Authority reimbursed the Contractor for three (3) pre-approved holidays annually.

ITEM 30: Question: Is it correct to assume that sales taxes paid by the Contractor on account of items/services secured for the Shuttle Bus Services are reimbursable?

Answer: That is correct for items listed in Page GC-3, Section 2.4.1.

ITEM 31: Question: Who is the current maintenance provider?

Answer: The current maintenance provider is First Vehicle Services, Inc.

ITEM 32: Question: Are payroll processing fees reimbursable?

Answer: No, the cost shall be included in the Management Fee.

ITEM 33: Question: Are accounts payable processing fees reimbursable?

Answer: No, the cost shall be included in the Management Fee.

ITEM 34: Question: Are Contractor provided 401k match contributions reimbursable?

Answer: 401k match is not a reimbursable expense.

ITEM 35: <u>Question</u>: Can the Authority provide the submittal forms in either a Word document or in an unprotected PDF format?

Answer: No, the Authority will not provide the bid document in word or unprotected format.

ITEM 36: Question: Can shuttle vehicles provided by the Contractor (e.g., 10 for special services) be parked where the current fleet is stored? If not, can the Authority provide parking area(s) for such vehicles in close proximity to the dispatch office? If the Authority does make such parking area(s) available, is it correct to assume that there will be no cost therefor to the Contractor or that any such costs are reimbursable?

Answer: Yes, the number of additional buses stored on Authority property must be

requested and approved by the AAR.

ITEM 37: Question: With respect to badging as set forth on Page S-11, how many vehicles are required to have an AOA decal, and are those annual costs (\$25 per vehicle) to be borne by the Contractor in its Management Fee?

Answer: Only Contractor provided vehicles requires AOA decal. The cost shall be included in the Management Fee.

ITEM 38: Question: Are the fees set forth in Scope S-11 Section 1.8.4 applicable to all employees or only those operating on the AOA (e.g., do all employees need to be fingerprinted)?

Answer: All employees are required to be badged and fingerprinted.

ITEM 39: Question: Is it correct to assume that possession by a driver of a DOT Medical Card satisfies the requirement set forth in Section 1.12.6.5 on Page S-18 of having a pre-employment medical examination?

Answer: A DOT Medical Card will not satisfy Page S-18, Section 1.12.6.5 requirement.

ITEM 40: Question: On Page 3, for the last fiscal year, the number of Shuttle Bus Driver Hours is set forth for each Service. Are these Hours actual in service hours or are they total payroll hours?

Answer: The hours listed for Shuttle Bus Drivers are total payroll hours.

ITEM 41: Question: What were the annual Management Fees budgeted to be paid to the current Contractor for the past three fiscal years?

Answer: The last three contract years are Year 1 at \$1,034,232.58, Year 2 at \$871,822.99, and Year 3 at \$874,019.68. The previous contract had different operational and staffing requirements.

ITEM 42: Question: Can I get a full list of current bus price list?

Answer: A list of the current bus price list is included as an attachment to this Addendum as Attachment "B".

ITEM 43: Question: Can I get information on the number of claims you have on each bus?

Answer: A list of claims for 2018 is included as an attachment to this Addendum as Attachment "C".

ITEM 44: Question: In regard to the reimbursable amount, what is the wage rate predicated on?

Answer: An estimated wage rate list is included as an attachment to this Addendum as Attachment "D". Pay increases are included in the contract estimated

reimbursable amount.

ITEM 45: Question: Please consider a delay in the bid opening until January 31, 2019. We are asking for this delay for three reasons, first, with the holidays of Christmas and New Year's. Secondly, there are many critical questions that need to be answered prior to being able to submit an effective bid. In particular, much more detail needs to be presented for the reimbursable contract costs and assumptions to ensure the management fee is appropriate. Lastly, there is a significant MWBE goal and will take additional time to ensure this goal is met. We would respectfully ask this to be addressed as soon as possible for the benefit of all vendors. We believe this is a reasonable request based on the importance of this critical service at the airport.

Answer: The Authority will extend the bid until January 24, 2019 at 3:00, p.m. (See item number 1 above.)

ITEM 46: Question: Are the hours and miles for the year ending June 2018 to be used for pricing calculations? Does GOAA anticipate any increase or decrease over the contract years?

Answer: The background information was provided for informational use only and can increase or decrease in the future.

ITEM 47: Question: Please provide a copy of the Collective Bargaining Agreement (CBA) with the Amalgamated Transit Union, Local 1596. If this is not available, please provide the contact of the local Union and Representative in which a copy can be obtained?

Answer: See Item number 27 above.

ITEM 48: Question: To clarify, is each employee required to have both an ID badge and a key?

Answer: All employees are required to have an ID badge and management staff would have keys.

ITEM 49: Question: Are the 750 hours for the "leased or Owned' rate over and above the revenue hours for 2018?

<u>Answer:</u> There is no reference to revenue hours within the bid document. The Leased or Owned Bus Hourly Rate is not included in the Reimbursable Payroll and Operating Expense line item (See Page IB-2, Section 2.7.2).

ITEM 50: Question: Please provide a copy of the current agreement, including the current management fee amount and any reimbursable costs paid? Please provide for the last three years?

Answer: A copy of the current contract can be obtained by making a public records request by email at publicrecords@goaa.org.

ITEM 51: Question: How much in total Performance Penalties (LD's) been assessed over the last year?

Answer: During 2018 the total deductions for the current contract are \$29,750.00

ITEM 52: Question: Who are the current MWBE/LBE Firms that are participating on the current agreement, and what has been their total percentage utilized over the last 36 months? Please provide a copy of the reports for the last 24 months?

Total Payment 1/1/17-1/31/19

Answer: BeSafe Transportation, LLC MWBE 20% \$1,556,372.00 Super Standard Service, Inc. LDB 1% \$82,971.00

ITEM 53: Question: BF-13 - This section indicates Reimbursable Payroll and Operating Expense (Not to Exceed Amount) of \$4,652,900. Please provide additional detail on the budgetary breakdown for this number. Please include the below:

- a. Number of Shuttle Bus Drivers
- b. Number of Supervisors
- c. Number of Shuttle Bus Dispatchers
- d. Number of Bus Washers
- e. Training Budget assumptions
- f. Pay rate for each employee in each position
- g. Average pay rate for each department
- h. Anticipated taxes and benefit costs up to the maximum of \$425.00
- i. A vacation schedule that is currently being provided to the drivers today
- j. The cost for the last 12 months of Printing of Vehicle Locator Slips
- k. The cost for the last 12 months of Uniform expenses

Answer: The rates for the Reimbursable Positions listed are an average, and were established for purposes of developing budgets for each Year in the initial term. The rates will vary based on the wage and staffing plans that will be established by the Authority and the awarded Contractor. An estimated wage rate list is included as an attachment to this Addendum as Attachment "D".

ITEM 54: Question: BF-13 - This not to exceed amount appears to indicate that at any time, GOAA can request the addition of between 100 to 120 Shuttle Bus Drivers. We believe GOAA intends that the not to exceed amount would include the cost of up to 120 drivers. Should vendors assume that the reimbursable portion of the pricing would need to support up to this many drivers?

Answer: Vendors should assume 120 drivers for determining the Management Fee.

ITEM 55: Question: BF-13 - At the pre-proposal conference, it was stated that Workers Compensation costs should be calculated for up to 120 drivers and that should be placed into the Management Fee. Is it correct that Workers Compensation costs should be predicated on 120 drivers?

Answer: Yes, Workers Compensation costs should be based on 120 drivers.

ITEM 56: Question: BF-13 - With the Nationwide bus driver shortages, there have been significant pressures on wages across the United States. This is required transportation contractors, transit authorities, airports, and private companies to significantly increase driver starting wages and average wages over the last 36 months. With the not to exceed budget, in the event driver wages had to be increased as an example from \$14.00 to \$16.00 per hour how would that be addressed? While there is a provision for contract adjustments, should this be denied by GOAA, would the cost increase be born solely by the contractor?

Answer: Driver wages is a reimbursable expense and is set by the Authority in consultation with the Contractor. The Authority and Contractor make periodic reviews to determine competitive wage adjustments for reimbursable positions. The wage adjustment is included in the Payroll and Operating Expense line item.

ITEM 57: Question: BF-13 - The contractor is responsible for liquidated damages as part of the agreement, many of the penalties can come from driver shortages. With the limited ability of the contractor to adjust the Reimbursable Costs in the event driver wages are found to be below the market, would penalties be waived under those circumstances?

<u>Answer</u>: All performance deductions are reviewed by the AAR. Penalties are determined on a case by case basis.

ITEM 58: <u>Question</u>: 2.10 Health Insurance - Please provide what type of health insurance is currently being offered to the employees and include detail such as HMO/PPO, current deductibles and participation rates?

<u>Answer:</u> The previous contract does not provide for health insurance as a reimbursable item. Therefore, the Authority does not have access to health insurance information.

- ITEM 59: Question: 5.7.1 (3) General Liability and Automotive Liability This section states that automobile liability insurance with policy limits shall not be less than \$500,000 per vehicle per occurrence. It was unclear during the discussion at the pre-proposal conference the expectation of GOAA. Most insurance policies in the unlikely event of a total loss of vehicle will compensate at Actual Cash Value (ACV). In the event of a total loss, is it the expectation of GOAA that a vehicle would be replaced with a new vehicle by the contractor?
 - a. For example, if a 2005 Gillig were to be totaled in an accident in which the contractor was at fault, at that time the bus had an ACV of \$12,000. Would GOAA expect the contractor to replace the vehicle with a new Gillig or would GOAA only expect a payment for the cash value?
 - Answer: In the event of a total loss the Contractor will be responsible for the replacement cost provided on bus listing spreadsheet (See Item number 42 above).
- ITEM 60: Question: How far is the fueling facility from the parking area at 8200 Casa Verde Road?
 - Answer: The fueling facility is a half mile from the bus facility.
- ITEM 61: Question: 1.9.5 Please provide a fleet replacement schedule that is anticipated for the duration of the contract term, please indicate which buses will be replaced and what type of bus will be replacing?
 - Answer: The Authority currently has seven (7) economy cutaway buses on order and anticipates ordering three (3) additional transit buses within the next year. A determination has not been made regarding how many of these buses will be replacements or new vehicles to the fleet.
- ITEM 62: Question: 1.10.2 this indicates computers, business equipment, desks, copiers etc. are at the sole cost of the contractor. We assume these costs should be placed into the Management Fee, is this assumption correct?

Answer: Yes, these costs shall be included in the Management Fee.

ITEM 63: Question: 1.12.2 - Please provide a current organizational chart for the operation indicating each position and total positions utilized?

1

Answer: Management Staff

Manager:

Assistant Manager: 1

Administrative Assist. 1

Reimbursable Employees

Supervisors: 5

Dispatchers: 4

Economy drivers: 55

EPL Drivers 35

Bus washers

ITEM 64: Question: 3.5 Leased or Owned Pool - can the contractor utilize a third-party provider to meet this expectation? If so, what are the requirements?

Answer: Yes the contractor can utilize a third-party provider for leased vehicles (See Page S-23, Section 3.5).

ITEM 65: Question: Can one company be used in order to qualify for the MWBE & LDB?

1

Answer: Yes. A bidder can satisfy the small business requirements with one vendor as long as the subcontractor is currently certified as MWBE and LDB. In addition, the scope of work must be clearly separated between what will counts toward the MWBE Goal and what will count toward the LDB Goal.

ITEM 66: Question: In the event the Contractor determines that a CPI increase will not cover its increased costs during an option period, can the Contractor decline to accept the Authority's exercise of the option to renew?

Answer: Yes the Contract pricing must be as submitted for the initial three year term but CPI will be reviewed in the 2 renewal options available per page IB-2, Section 2.6 with the Contractor having the ability to decline the renewal option.

ITEM 67: Question: What are the current rates charged by the current Contractor for Special Requests/Emergency Shuttle Bus Service?

Answer: There is not an individual rate for these services. Special Requests/Emergency Shuttle Bus Services utilizes existing drivers and Authority buses. The drivers pay is covered under the reimbursable section.

ITEM 68: Question: Is employee health insurance coverage provided under the current Contractor's health insurance plan or the Union's health insurance plan?

Answer: See Item number 58 above.

ITEM 69: Question: Are employees of the current Contractor required to pay a portion of health insurance premiums and, if so, what is the employee's monthly payment requirement for single coverage, for employee plus one coverage and for family coverage?

Answer: See Item number 58 above.

ITEM 70: Question: Please provide a summary of all performance deductions assessed against the current Contractor for the previous three (3) years.

Answer: 2/1/16 - 1/31/17 at \$21,100.00 2/1/17 - 1/31/18 at \$41,500.00 2/1/18 - 11/29/18 at \$29,750.00

ITEM 71: Question: Please provide information with respect to health and dental insurance to include the type of coverage (single, family, etc.) each employee has elected coverage for. We don't have that information.

Answer: See Item number 58 above.

ITEM 72: Question: Please provide a detailed listing of all furniture, furnishings, and equipment, if any, that will be provided by the Authority for the Contractor's use.

Answer: The Authority is not providing any office furniture, furnishings, or equipment.

* END OF ADDENDUM NO. 1 * 1

Vlad Opreanu

Senior Purchasing Agent

Date



AGREEMENT

Between

NATIONAL EXPRESS TRANSIT CORPORATION ORLANDO AIRPORT

AND

AMALGAMATED TRANSIT UNION, LOCAL 1596

OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

ARTICLE 1 - TERM OF AGREEMENT

This Agreement is entered into effective this 1st day of October, 2018, by and between National Express Transit Corporation (hereinafter referred to as the "Company") and Amalgamated Transit Local Union 1596 (hereinafter referred to as the "Union".) Its purpose is the promotion of harmonious relations between the company and the union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 2 - RECOGNITION

Section 2.1 Bargaining Representative:

The Company recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit.

Section 2.2 Covered Employees:

The bargaining unit includes all full time and part timer drivers, working under any contract between the Company and Greater Orlando Aviation Authority (GOAA), excluding office clerical employees, professional employees, road supervisors, dispatchers, guards, and supervisors, as defined in the Act.

ARTICLE 3 - PARTICIPATION

Section 3.1 - Purpose:

It is the purpose of this article to provide that all employees covered by this Agreement share equally the Union's costs incurred to negotiate, administer and enforce the terms of this Agreement.

Section 3.2 - Check Off:

The Union will give the Union membership application to each Operator during initial training, and will forward complete applications to the Company. Membership as used herein shall mean only an obligation of an employee to pay periodic dues and initiation fees uniformly required, or in the event that the employee objects to full dues and initiation fees, only to the obligation to pay periodic dues and initiation fees as required by current law.

Section 3.3 - Initiation Fees:

It is further agreed that the Company shall deduct the initiation fees and dues from the pay of each employee, and shall forward all such fees and dues so deducted to the office of the union each month. Such initiation fees and dues shall be deducted upon the basis of a dues deduction form voluntarily executed by the employee.

Section 3.4:

Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made, or has no earnings, or insufficient earnings during the week, or is on leave of absence, the employee must make arrangements with the union to pay such dues before the end of the month.

Section 3.5:

The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits, or other forms of liability of any kind which may arise out of or by reason of actions taken by the Company for the purpose of complying with this Article.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 4.1- Company Rights:

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Company in accordance with its sole and exclusive judgment and discretion, including but not limited to these rights:

- a) To reprimand, suspend, discharge, or otherwise discipline employees for just cause and to determine the number of employees to be employed.
- b) To hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, layoff, and recall to work.
- c) To set the standards of productivity, the services to be rendered, to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted, and to set the starting and quitting time and the number of hours and shifts to be worked.
- d) To close down, or relocate the Company's operations or any part thereof; to expend, reduce, alter, sub-contract, combine, transfer, assign, or cease any job, department, operation, or service, to control and regulate the use of vehicles, facilities, equipment, and other property of the Company or the client.
- e) To determine the price at which the company contracts its services, to determine the methods of financing its operation and services, and to determine the number, location and operation of departments, divisions, and all other units of the Company.
- f) To introduce new or improved technology, machines, tools, equipment, property, research, service, maintenance methods, and materials used to increase efficiency, to hire, promote, assign, transfer, demote, discipline, and discharge for cause.
- g) To issue, amend and revise policies, rules, regulations and practices including standards of performance; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the company and to direct the Company's employees; to determine the existence or nonexistence of facts which are the basis of management decision, and to carry out the lawful directives of the customers to whom the Company contracts its services.

Section 4.2 - Technology Rights:

The Company may employ new technology, including video systems, GPS, mobile data terminals/computers and other present or future technologies in the transit industry, in order to help ensure the safety of the driver and the passengers, and compliance with all federal, state, and local driving rules and regulations by both the driver and the motoring or pedestrian public. The Company and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of an incident involving the Company facility, another employee, or an employee while operating a Company vehicle. In the event any data or recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence as soon as practical after the action is taken. Upon request by the Union, the Company shall provide a copy of the evidence to the Union President for the sole purpose of review during the grievance or arbitration hearings. Any use of the technology for disciplinary purposes, as described in this Section shall be in accordance with the terms of this Agreement and is subject to the grievance procedure contained herein.

The Company shall meet with the Union before implementation of new technology on an advice and confer basis, in order to explain and clarify the use and effects of said technology. The Company shall provide the Union with at least forty-five (45) days' advance notice prior to implementing any new technological advances, tools, or equipment so that the Union has an opportunity to request bargaining over the effects of any changes. If the parties are unable to reach an agreement over the effects of the changes within forty-five (45) days of advance notice from the Company, the Union reserves the right to grieve the reasonableness of any such changes, but this shall not affect the Company's right to implement the new technological advances, tools, and equipment.

Section 4.3 - Client Contract:

The Company and the Union acknowledge that the Company has entered into a contract(s) to provide transportation services with GOAA, hereto known as the "Client". The contract between the Company and the Client contains specific performance requirements. Nothing contained in this Agreement will be construed to prohibit the Company from fulfilling all of its contractual obligations to the Client. The Company will have the sole right to change any policies, rules and regulations governing employees with renegotiation of this Agreement should such changes in policies, rules, and regulations be required in order to comply with any governmental law or regulation or to comply with any provision of the agreement between the Company and the Client. The Company will discuss and obtain input from the Union on any other new policies, rules and regulations without renegotiation of the Agreement prior to implementation. However, the Company shall have the sole right to make any and all final decisions regarding the implementation of said policies, rules, and regulations. Should the union disagree with any said changes, the union may exercise its right to grieve the change(s) as permitted under Section 11 – Grievance Procedure of the Agreement.

ARTICLE 5 - REPRESENTATIVES' RIGHTS

Section 5.1 - Recognition of Shop Stewards:

The Union will supply the Company with names of shop stewards. The Company will not be required to recognize any employee as a shop steward unless the Union has informed the Company, in writing, of the employee's name.

Section 5.2 - Leaves of Absence:

The Company agrees that members of the Union will be granted unpaid leaves of absence on Union business as authorized by the Union, when so requested, provided that the granting of such leave does not impact Company's ability to provide service to the Client. The Union agrees not to request that more than two such leaves of absence will be requested for any specific period of time. Union business is further defined to mean employment directly and solely by the Union, or the International Union of which it is a division. During periods of any such leave, the employee shall not receive or accrue any pay, fringe benefits, vacation, retirement pay rights, or other compensation to which the employee would have been entitled to under this Agreement had the employee not taken such leave of absence.

Section 5.3 - Duties of Union Representatives:

Union representatives are authorized to represent bargaining unit members at meetings and process and settle grievances.

Section 5.4 - New Member Orientation

The Company will make available to the designated Union representative(s) an opportunity to introduce themselves, and provide a brief history and overview of Local 1596 to newly hired employees for a maximum of 30 minutes. The new member orientation will occur during the initial training period for new employees. The actual time and place for such orientation will be mutually agreed upon by the Company and the Union.

Section 5.5 - Union Visitation:

Upon giving notice to the Company, Union representatives will be allowed access to Company premises for the purpose of investigating or adjusting an actual grievance, or visiting the members in order to ensure the terms of this Agreement are being upheld. The Union representatives will confine any conversations with employees to non-work time and his activities will not in any manner interfere with the performance of work by employees.

ARTICLE 6 - BULLETIN BOARDS

Section 6.1- Union Business:

The Company agrees to provide space for bulletin boards for employees covered by the Agreement. The Union supplied bulletin board is for the Union's exclusive use where notices pertaining to meetings, social events and information of general interest to Union members may be posted. Nothing will be posted that disparages the Company, the Union, the Client or any other person or employee. All postings must be printed on official Union letterhead and signed by an officer of the Local. The Company shall also allow any official postings as mandated and prescribed by any government agency.

Section 6.2 - Indemnification:

The Union will indemnify and hold the Company harmless against any and all claims, suits, demands, charges, complaints or other causes of action for items that are posted on the bulletin boards.

ARTICLE 7 - COMPLIANCE WITH LAW

It is understood and agreed that the Union will comply with the provisions of applicable law pertaining to elections and that any provision of this Agreement, the legality of which depends upon an election, will not be effective until authorized in such election or until full compliance with the law is accomplished.

ARTICLE 8 - AFFIRMATIVE ACTION

Section 8.1- Equal Opportunity:

The Company and the Union recognize a common commitment to the equality of opportunity for all. Therefore, the Company and the Union agree that neither will discriminate against any employee with respect to hiring, compensation or terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, marital status, sexual orientation, disability or Vietnam Era veteran status, or any other status protected by law.

Section 8.2 - Gender:

Whenever either the masculine or feminine gender is used in this Agreement, it is intended to include the opposite gender as well.

ARTICLE 9 - NO STRIKE- NO LOCKOUT

Section 9.1- Disputes:

It is recognized and understood that the Company and its workers are obligated to perform an essential public service, and that this service must be continuously performed to the fullest extent. The grievance and arbitration re-dress procedure shall be the sole and exclusive means for settling any dispute arising under the Agreement between the workers of the Union and the Company during the term of this Agreement.

Section 9.2 - No Strikes:

The Union agrees during the term of this Agreement that it will not engage in, encourage or condone any strike, slow-down, sympathy strike, boycott, interference or interruption of production or service, especially in cases where such services include medical emergencies or delivery of patients to health care providers. The Union shall take all affirmative action to prevent or stop any such strikes, slow-downs, walkouts, or other interference with work, and all employees are required to cross picket lines and report to work. Any employee that refuses to cross any such picket line and not report to work or violates the provisions of the Article in any way, may be disciplined by the Company, up to and including termination, and the Company shall use all available legal means in the event of a wildcat strike or a labor disruption violating this Agreement.

Section 9.3 - Lockouts:

During the term of this Agreement, or any extension thereof, there will be no lockouts by the Company.

ARTICLE 10 - DISCIPLINE

Section 10.1- Disciplinary Procedures:

- a) All disciplinary processes will be performed by a General Manager, Operations Manager or Vice President of Operations, or their management designee. The Company agrees to be fully compliant with employee's representational rights under the Weingarten decision. The charged employee shall be given the opportunity to attend all hearings, which may result in disciplinary action. A Union representative may also attend the hearing, if so requested by the employee.
- b) The respective General Manager, to whom the individual is requested to report, shall give a fair and impartial hearing to all employees. This shall also include corrective interviews, through the disciplinary process. The Union will be notified in a timely manner of any suspensions or pending terminations.
- c) A copy of bargaining member's disciplinary actions shall be given to the employee. The shop steward and the local union shall also be given copies of discipline within ten (10) business days of the issuance of said discipline.

- d) Initial discipline shall occur within seven (7) business days of the Company's knowledge of an alleged infraction/incident. The Company will notify the Union if an investigation will last longer than five (5) business days to complete.
- e) Disciplinary action taken by the Company according to the terms of this Section is subject to the grievance procedure contained herein.

Section 10.2 - Progressive Discipline:

Any violation of posted and/or written Company rules, policies and/or procedures may, at the Company's discretion, result in disciplinary action (with the exception of a violation of a serious infraction as listed in the Employee Handbook and/or the division policy). Each infraction of any rule, policy or procedure may result in the following disciplinary action taken by the Company against the employee who violates any rule, policy or procedure:

First Violation: Policy review/ documented verbal counseling

Second Violation: First Written Warning Notice Third Violation: Final Written Warning Notice Fourth Violation: Subject to termination

The definition "first," "second," "third," and "fourth" violation above shall mean the violation of any rule or combination of rules and shall not be construed to mean the first, second and third violation of each individual rule exclusive of violation of any other rules. An employee's violation will drop off one year to date (example: January 11, 2018 the violation will drop off on January 11, 2019).

Section 10.3 - Work Rules:

The Company will issue all employees a current National Express Transit Corporation Employee Handbook ("Handbook") outlining all rules, regulations and policies. Prior to the implementation of any new or revised rule, regulation or policy in the Handbook, the Company will issue an addendum to the Handbook, with a copy given to each employee and the Union, at least twenty (20) business days prior to the implementation of said rule, regulation or addendum. The Company shall have the sole exclusive right to adopt additional reasonable rules, regulations and policies to govern its operations and employees and, from time to time, to change or amend such rules, regulations and policies, to the extent they do not conflict with any express written provisions of this Agreement. The Company will notify the Union in writing of all changes in policy at least twenty (20) business days before they are implemented, unless required by the Client or safety concerns which demand a more immediate implementation. In the event any Company rule conflicts with the terms of this Agreement, this Agreement shall prevail. Any change to rules and regulations shall be posted and distributed to all employees in order to uniformly advise all bargaining unit members. Prior to implementation, the Union may request to meet with the Company to discuss the intent and purpose of any new rule or regulation. Disagreements concerning the implementation of any company rule conflicting with the terms of this Agreement is subject to the expedited grievance procedure contained in this Agreement. If the Union fails to file a grievance within

fourteen (14) business days after implementation, the new rule, regulation or work-related policy change will stand as implemented.

Section 10.4 - Serious Infractions:

The following violations of Company policies and rules are considered serious infractions and shall be just cause for immediate discharge of the employee:

- a) Theft or deliberate destruction, defacing or damaging of Company or Client property or property of another employee or passenger.
- b) Physical violence or fighting on Company premises or vehicles or any time while on duty.
- c) Possession of firearms, weapons, or explosives, and similar devices on Company premises or vehicles or any time while on duty.
- d) Threatening, intimidating, coercing or abusing fellow employees, passengers, customers or members of the public.
- e) Conviction of a misdemeanor law while on duty. Conviction of a felony whether on or off duty, either before or during employment.
- f) Use of language or any other activity designed to create a hostile work environment or to offend or harass any other employee, customer or passenger based on that employee's, customer's, or passenger's race, color, religion, sex, age, national origin, marital status, sexual orientation, disability or Vietnam Era veteran status, marital status or any other status protected by law.
- g) Failure for any reason to maintain a valid driver's license and all other certificates required by federal, state or local law or regulation to operate the Company's vehicles. In the event the employee notifies the Company of a temporary loss of the required license or certification, the employee shall be first entitled to an unpaid leave of absence of up to thirty (30) calendar days in order to correct said loss of a valid driver's license or other certificate required to operate the Company's vehicles. In the event the employee does not immediately notify the Company of any loss of license or certificate required to operate the vehicles, the employee may be terminated immediately.
- h) Unauthorized touching, physical contact with or indecent exposure to a passenger or fellow employee.
- i) Failure to properly secure using required tie down procedure, boarding belt and lap and shoulder restraints, any passenger in a wheelchair or other mobility assistance device.
- j) Reporting for work under the influence of intoxicating liquor or illegal drugs or violation of the Company's Drug and Alcohol Policy as referenced in this Agreement.
- k) Dishonesty, including but not limited to, knowingly falsifying of any document including employment applications, time records, manifests or any other document.
- I) Failure to report a hazardous situation, accident or injury immediately or, at first opportunity to the dispatcher or supervisor. For purposes of this Section, a "hazardous situation" includes, but is not limited strictly to, a bio-hazard such as blood or other body fluid being present on the Company vehicle.
- m) Selling any product or propositioning a sale of any product or service to a passenger while in revenue service.
- n) Gross insubordination or refusal to perform assigned work.

- o) Conviction of, whether in Company or any other motor vehicle, a serious traffic violation, including DUI, vehicular manslaughter, reckless driving or any driving offense involving alcohol or drugs.
- p) Using a cell phone during the operation of the bus where the driver is in the driver's seat and the cell phone, including blue tooth and hands free, is not turned off and out of sight.

Section 10.5 - Attendance:

The Attendance Policy outlined in the Employee Handbook will be utilized and followed for any and all attendance violations/disciplines.

Section 10.6 - Safety Policy:

Because our clients rely upon National Express Transit Corporation for qualified, well trained and safe drivers, a good safety record on the part of our drivers is essential for us to serve our clients in the safe professional manner that they expect. It is the policy of National Express Transit Corporation that safety and accident prevention shall be considered of primary importance in all phases of operations and administration. The Employee Handbook describes the Safety Point System and the other rules and procedures regarding safety.

Section 10.7- Safe Vehicles:

No employee shall be disciplined for refusing to drive an unsafe vehicle nor shall any employee be required to drive a bus that has not been determined by the maintenance department to be safe, nor shall any employee be required to transport a passenger in a mobility assistance device unless the proper number of safety secure transporting devices are available in the vehicle, as determined by the Company.

Section 10.8 – Bargaining Unit Employee Filling in for Supervisor:

A bargaining unit employee who is temporarily filling in for a dispatcher or supervisor will not discipline another bargaining unit employee. If the bargaining unit employee who is filling in for a dispatcher or supervisor has an issue with another bargaining unit employee that could be a disciplinary matter then he/she will report the issue to the General Manager or the Operations/Safety Manager.

ARTICLE 11- GRIEVANCE PROCEDURE

Section 11.1- Definition:

A grievance is a dispute between the parties concerning the interpretation/ application of this Agreement, and/or the employee's Handbook/work rules, administering of discipline, impact bargaining, but not limited to interest arbitration, during the terms of the Agreement. In the event such a claim is made, the following procedures must be followed.

Section 11.2 - Filing a Grievance:

The grievance must set forth the nature, details, and date of the alleged violation, and/or

disputed issues. The written grievance must be presented by the Union to the General Manager or his designee within five (5) business days following the date of notice to an employee and/or the occurrence of which the grievance arose, and stating a requested remedy.

- •Failure to present the grievance within the stated timelines to the Company will be deemed a waiver of filing a grievance by the Union.
- •If the Company failed to process the grievance within the stated time limits, the grievance shall be considered valid, and the grievant's remedy shall be won.
- •All stated timelines may be extended by mutual agreement.

Step One (1)

All grievances must be submitted in writing to the General Manager or his designee. Within five (5) business days of receipt of the grievance, the General Manager or his designee will schedule a meeting with the Union. If the General Manager or his designee and the grievant are unable to arrive at a satisfactory settlement during the meeting, the General Manager or his designee will provide a written answer to the Union within five (5) business days after the date of the meeting.

Step Two (2)

If the grievance is not resolved in step one, the Union may file a Step Two grievance in writing to the Vice President of Operations or his/her designee within ten (10) business days after receipt of the Step One decision.

If the parties are unable to arrive at a satisfactory settlement during the meeting, within ten (10) business days of the meeting the Vice President of Operations, or his/ her designee, will provide a written answer to the Union.

Step Three (3)

If the grievance has not been settled in Step Two, the Union may, within fifteen (15) business days of receipt of the Company's Step 2 decision, submit the grievance to arbitration, by requesting a panel of names via the Federal Mediation Conciliation Service (FMCS), and requesting a list of local arbitrators.

Section 11.3 -Arbitrator Selection:

If the expedited arbitration procedure is not selected by the parties, the Company and Union will mutually select an arbitrator from a list of seven (7) qualified arbitrators provided by the FMCS. This selection will be completed within ten (10) business days, after receipt of names from the FMCS. The decision of the impartial arbitrator will be final and binding on the parties hereto. The fee, if any, of the impartial arbitrator will be borne equally by the parties hereto. All other mutually agreed to expenses of arbitration are to be divided equally between the parties hereto, with the exception of legal fees. The arbitrator shall have no power to add to, subtract from or modify any provision of this Agreement.

Section 11.4 - Expedited Procedure:

The Company and the Union may agree to submit the grievance to an expedited arbitration process subject to the following conditions:

a)Both parties must mutually agree to expedite arbitration to resolve a specific grievance.

b)No briefs will be filed.

- c) Formal rules of evidence will not be strictly followed.
- d)The arbitrator may issue a bench decision at the conclusion of each hearing, but in any event will render a decision within forty-eight (48) hours after the conclusion of each hearing.
- e) The arbitrator's decision will be based on the record presented, and may include a brief written explanation of the basis for such conclusion.
- f) The arbitrator's decision will be final and binding upon the parties. An arbitrator who issues a bench decision will furnish a written copy of the award to the parties within forty-eight (48) hours of the close of the hearing.
- g)No decision by an arbitrator in this expedited process will be deemed to establish practice or any precedent for future proceedings.
- h)The use of in-house attorneys can be used for this expedited process. The use of attorneys means ATU staff attorneys and the Company's inhouse staff attorneys.

The fees of the arbitrator will be borne equally by both parties.

ARTICLE 12 - CATEGORIES OF EMPLOYEES

Section 12.1- Regular Full-Time: Employees whose regular scheduled bid is at least thirty-five (35) hours in a workweek shall be classified as Regular Full-Time.

Section 12.2 - Regular Part-Time:

Employees whose regular scheduled bid is less than 30 hours in a workweek shall be classified as Regular Part-Time.

Section 12.3 - Part-Time Casual:

Part-time employees who are regularly scheduled to work less than 30 hours per work week, and who do not have a regular bid assignment, or who work on an irregular basis throughout the year or work weekend only shifts shall be classified as Part-Time Casual.

Section 12.4 - Classification Change:

Part-time employees may be required to work more than thirty (30) hours in a workweek to meet unusually high service demands or other unusual situations.

ARTICLE 13 - HOURS OF WORK & PAY

Section 13.1 - Pre-trip Duties:

Employees are required to perform various pre-trip duties prior to departure from the facility when their trip starts from the garage. The Company will pay twelve (12) minutes for performing the required pre-trip duties. When performing a relief, the Operator will perform a safety walk around inspection when taking over the vehicle, and then a vehicle inspection at subsequent layover points with time required to be included in the schedule. Employees will not be paid any time for clocking in prior to his scheduled time unless instructed to do so by a supervisor.

Section 13.2 - Post-trip Duties:

An Operator's paid time ends after their last trip is performed, the vehicle is swept and all trash picked up, the bus is returned to the yard, and the post-trip is completed.

Section 13.3 - Workweek:

The workweek shall begin at 12:01 AM on Friday and shall end at midnight Thursday. Employees shall be paid every two weeks, with paydays on alternate Fridays.

Section 13.4 - Overtime:

Unless otherwise stated in this Agreement, time and one half shall be paid for all hours actually worked in excess of 40 hours per week, or in accordance with applicable local, state or federal law.

ARTICLE 14- SENIORITY

Section 14.1- Definition:

Seniority is defined as the length of time an employee has been continuously employed by the Company since the date of his most recent employment by the Company. The Company will recognize seniority rights from the employee's first day of work. If more than one employee begins work on the same day, the employee with the earliest date on their application will have the highest seniority. When these same employees also share the same application date, then the employee with the earliest time and date of their drug screen will have the higher seniority.

Section 14.2 - Layoff:

When a reduction in the workforce becomes necessary, such layoff will be made in the reverse order of seniority. Likewise, the employee with the most seniority will be the first one recalled from layoff.

Section 14.3 - Use:

Seniority will commence with the date of employment. Seniority will be observed with regard to all layoffs, rehiring, job bids, vacation, scheduling, and floating holiday

selection. The Union will have the authority to determine seniority dates for employees in the unit and to resolve conflicts among employees as to seniority dates.

Section 14.4 - Continuous Service:

Unless otherwise stated, reference to "continuous service" in this Agreement, shall be interpreted to mean employment without a break with the Company, or with a predecessor employer, when such predecessor employer serves as a contractor to the Client. "Seniority" is defined as continuous service with the Company, or its predecessors, under contract with the Client for purposes of determining wages, vacation accrual, and classification seniority. If an employee leaves their employment with the Company and the Company rehires the employee within thirty 30 days or less from the date he/she left employment then the employee will receive the seniority date they had at the time they left their employment.

Section 14.5 - Seniority List:

Within 30 days after the signing of this Agreement, and quarterly thereafter, a list of employees arranged in the order of their seniority will be posted in a conspicuous place at the place of employment. One seniority roster will be maintained for all employees. A Union representative will be provided a current seniority list. The Union will immediately notify the Company of any errors in the seniority list.

Section 14.6 - Probationary Period:

All employees will be on probation until they have completed ninety (90) calendar days of service from the completion of training with the Company. Until completion of said probationary period, an employee may be terminated at the complete discretion of the Company, and such termination will not be subject to the grievance provisions of this Agreement.

Section 14.7 - Seniority Broken:

Continuity of service will be broken and seniority will terminate by:

- a) Resignation,
- b) Discharge for just cause.
- c) Failure to return to work from layoff within thirty (30) business days when called.
- d) Absence without leave or communicating with the Company for three (3) consecutive scheduled work days,
- e) Layoff of twelve (12) months or more,
- f) Promotion out of the bargaining unit for a period in excess of six (6) months.

Section 14.8 - Seniority Not Broken:

Continuity of service will not be broken and seniority will not terminate by:

- a) Authorized leave of absence,
- b) Leave of absence to serve in the Armed Forces of the United States, as provided by law.
- c) Absence due to authorized vacation or other PTO,

- d) Absence due to sickness while such sickness continues, but not to exceed twelve (12) months unless extended by the Company and the Union,
- e) Employee resignation when he/she is rehired within thirty (30) days or less from the date when he/she left the Company.

ARTICLE 15 - BIDDING

Section 15.1 - Procedure:

The Company shall conduct general bids at least two (2) times each year, at a time determined by the Company or as required due to changes in demand for the service. The general bid shall be posted at least seven (7) business days prior to bidding with a copy sent to the Union. Posted runs shall show the approximate start and the approximate end times of the shift.

Section 15.2:

Operators shall bid in seniority order as quickly as reasonably possible (three (3) minutes maximum), so as not to hold up the bidding process. If an Operator is unable to bid, a union representative shall make his/ her selection. Employees may leave a list of proxies with the Company and the Union prior to the bid.

Section 15.3:

Employees absent due to personal illness or injury will be permitted to bid if they have a release from a physician to return to unrestricted duty within forty-five (45) days after the commencement of the bid. The employee will be able to bump the part-time Operator that replaced him during his absences, for the remainder of the current bid, and he will be able to bid at his seniority level during the next bidding process.

Section 15.4:

A bid shall not be construed to mean that this is a minimum or maximum time the employee will work. Employees interested in working shall be required to call the evening prior to obtain their actual starting time for the next day's work. The actual start time may vary from the bid time due to the demand of the system. During the work day, the number of trips or the circumstances of system demand, cancellations or add-ons may result in the end time of the shift being before or after the scheduled time.

Section 15.5 - Split Shifts:

Split shifts may be designed based on the needs of the operation or requirements of the Client. Time in between split shifts shall be unpaid and not to exceed (2) two hours.

Section 15.6 - Temporary Assignments:

Regardless of which service an Operator has awarded a bid on (Employee shuttle, Cobus or Satellite Parking shuttle), they may be temporarily re-assigned to drive another shuttle, based on the needs of the operation or requirement of the client. This includes special/emergency transportation requests.

Section 15.7- Pick Down and Bump Down Bidding:

- a. Pick downs and bump bids will be prepared by the Company and be conducted by the Union in accordance with current pick down and bump down bid procedures.
- b. Pick down and bump down bids will be conducted for known open work lasting more than (45) forty-five days, before the next general bid or longer if agreed upon between the Company and Union, and will bid from the vacant run down seniority roster.
- c. The shift will be posted for (5) five days starting the date the shift is officially vacant.
- d. Work available to Operators at a Pick Down bid will include only open work that was not available to them at the time of the previous General Bid.
- e. Operators eligible to bid will be the drivers that are lower seniority from the drivers that vacated the shift.
- f. The same procedure will be followed for each additional vacated shift caused by this procedure.
- g. During a Pick Down and bump bid, Operators that cannot be reached or have not left a leave bid sheet, will be passed over and forfeit their ability to move from their current position.
- h. If no drivers submit a bid sheet requesting their interest on the vacant shift by the close of business of the (5th) fifth day of posting, the shift will be assigned to any new driver that has not bid on a shift.

ARTICLE 16 - DRUG AND ALCOHOL PROGRAM

Employees will comply with National Express Transit Corporation's Drug and Alcohol Testing Policy as referenced in the Employee Handbook. Any changes to this policy will be presented to the Union a minimum of twenty (20) business days prior to implementation.

ARTICLE 17 - BREAKS & LUNCHES

Section 17.1- Scheduled Breaks:

Employees who are scheduled to work a shift from seven to ten hours will have a designated 30 minute unpaid lunch break. Shifts less than seven hours may have a 20 minute unpaid lunch. There is no paid travel time for lunch. Employees must take lunch as required up to the maximum amount stated herein. On some days, due to system demand and approved by management, an employee may not receive a lunch break and in this event there will be no time deducted.

ARTICLE 18 - COMPLETE AGREEMENT

Section 18.1- Sole Agreement:

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior agreements, commitments, and practices, whether oral or written, between the Company and the Union, and between the Company and any of its employees covered by this Agreement, and expresses all obligations of and restrictions imposed on the Company.

ARTICLE 19 - UNIFORMS

Each Operator who has successfully completed training will be provided with five (5) uniform shirts and five (5) uniform pants, and replacements as determined by the Company. When an Operator leaves employment of the Company, he/she must return all uniforms, airport issued ID badge, and all other Company provided materials, and may be charged the value of items not returned.

ARTICLE 20 - HOLIDAYS

Section 20.1- Holiday Pay:

The following days shall be paid holidays for full time employees:

New Year's Day Labor Day Martin Luther King Day Thanksgiving Day Memorial Day Christmas Day Independence Day

Holiday pay shall be calculated at the employee's straight time regular service rate and will be based on the employee's normal average daily shift, up to a maximum of eight hours. Holiday pay shall not be counted as hours worked for the purposes of computing overtime.

Section 20.2 - Eligibility:

In order to be eligible for holiday pay, an employee must be in active pay status and have completed one (I) year of continuous full time employment, and must report for work and complete their shift on both their last scheduled working day immediately preceding the holiday and on their first scheduled working day following the holiday, unless the employee so reports, supervisor for time off on the days before or after the holiday, then for purposes of this section, their "regular" work day will be adjusted forward or backward to their next scheduled workday.

Section 20.3 - Work on Holidays:

For those employees who are scheduled to work on a recognized holiday, they must work as scheduled. If a holiday has a modified work schedule then a sign up list shall be posted for employees to indicate their desire to work. Selection for work shall first be made on basis of seniority. In the event an insufficient number of employees sign up, then work on the holiday shall be assigned in reverse seniority order of those who are scheduled to work the holiday. Employees who work the day a holiday is observed shall receive their regular rate of pay that day plus holiday pay at straight time rate if eligible.

ARTICLE 21 - VACATION

Section 21.1 - Vacation Accrual:

All full-time and part time Operators shall accrue hours per pay period for every pay period they work a minimum of 70 hours. Hours included to reach the 70 hours are regular work hours, paid vacation time and paid holiday time. Hours are accrued based on the following schedule:

Tenure	Accrual
New Hire – 6 months	0
6 months to anniversary	1.5385 hours per par period
3 year anniversary	3.007 hours per pay period

Employees stop accruing vacation after a total of 120 hours until the balance drops below 120 hours.

Section 21.2 - Vacation Schedule

Employees shall bid by seniority in the month of November of each year for the following year. There cannot be more than four (4) employees on vacation in any given week. Any exceptions need to be approved by the General Manager who will also notify the Union.

Section 21.3 - Vacation Selection

Employees who have earned vacation may select vacation to be taken in full week increments.

Section 21.4 - Vacation Pay

Vacation must be taken in full day increments. Vacation may not be taken prior to being earned, or within the first year of employment.

ARTICLE 22 - PAID TIME OFF

Eligible, full time employees will receive paid time off (PTO) hours at the start of each new calendar year according to the following schedule:

Tenure	PTO Days
1-year Anniversary - 3rd yr	. 3
4-year Anniversary	4
5-year Annivesary - 9 yr	. 5
10-year anniversary and above	10

PTO days can be taken in full days up to a maximum of 8-hours or half days at minimum of 4-hours. Unused PTO will not carry over each year.

PTO will be issued anytime an employee calls off for any reason. An unscheduled absence point will be applied on the 3rd occurrence of any unscheduled call off. One (1) unscheduled absence point will continue to be assessed for each subsequent unscheduled call off occurrence thereafter.

ARTICLE 23 - WAGES

Section 23.1 Starting Wage

Effective September 7, 2018, all new employees will be paid a starting wage of \$13.50 per hour. Upon successful completion of the employee's 90-day probationary period, the new employee wage shall be adjusted to \$14.00 per hour.

Section 23.2 Current Wage Rates

Wage rates for all current employees are provided in Attachment 1 of this Agreement and will be made effective on September 7, 2018.

Section 23.3 Annual Wage Adjustments

Future wage adjustments will be applied the first day of February in accordance with the wage adjustment determined by GOAA. The Company will apply the full amount of the GOAA wage increase directly to all Covered Employees.

Section 23.4 Training Wage Premium

Operators will be paid a \$.50 premium for all hours worked when performing work as a Behind the Wheel Trainer (BTW).

ARTICLE 24 - LIFE INSURANCE

The Company will provide \$10,000.00 in life insurance at no cost to all full time employees.

ARTICLE 25 - SAFETY INCENTIVE

All Operators who operate vehicles with no unsafe acts of chargeable accidents within a one year period shall be paid \$300.00 as a safety incentive during the month following their employment anniversary.

ARTICLE 26 -- RETIREMENT PLAN

All full-time, eligible, employees may participate in the ATU 401 (k) retirement plan. All administrative and start-up costs will be paid by ATU. Employee is not required to contribute to the plan to receive the following Company contribution:

• 3% Company Contribution of employee's gross bi-weekly wages.

In addition, employees will have the opportunity to make their own contributions into the Plan. For eligible employees who elect to make contributions, the Company will match 50% of the 4th and 5th percent that is contributed by the employee.

ARTICLE 27 - HEALTH INSURANCE

The Company will offer a medical, dental and vision plan(s) for all full time hourly employees after six (6) months of full time employment. The Plan(s) may be changed or modified by the Company from time to time. Any changes or modifications would become effective at the start of each plan year. The employee contributions will be determined by the Company for each plan year.

	Employee Contribution	Employee Bi- Weekly Contribution
Employee Only	528.09	243.73
Employee+ 1	1134.23	523.49
Employee+ Child	986 .51	455.31
Family	1567.16	723.31

ARTICLE 28 - FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Company will comply with the provisions of the Family and Medical Leave Act (FMLA).

ARTICLE 29- LABOR MANAGEMENT COMMITTEE

The parties agree to establish a six (6) member Labor Management Committee for the purpose of discussing and recommending resolutions of problems and implementing suggestions that may arise from time to time. Such meetings shall be on an as needed basis, but no less than four (4) Labor Management Committee meetings will be held in any twelve (12) month period. All recommendations from the committee must be in writing and mutually agreed to by the Company and the Union, signed by the General Manager for the Company and President of the Union before any agreement is final and binding between the Company and the Union.

Both Parties shall be responsible for selecting and appointing their representatives who will serve on the Labor Management Committee.

ARTICLE 30 - SAFETY COMMITTEE

The parties agree to establish a Safety Committee for the purpose of discussing safety conditions of the Company and recommended changes. Such meetings shall be on an as needed basis, but no less than four (4) safety meetings will be held in any twelve (12) month period. The Union shall appoint three (3) members to the Safety Committee (One member from North Park, One member from South Park, One member from Employee Shuttle).

Both Parties shall be responsible for selecting and appointing their representatives who will serve on the Safety Committee.

ARTICLE 31 - SAVINGS CLAUSE

Should any part or portion of the Agreement as herein contained be rendered or declared illegal, legally invalid or unenforceable by reason or subsequently enacted, legislation, or by any decree of a court of competent jurisdiction, or by decision of any authorized government agency, such invalidation of such part or portion shall not invalidate the remaining parts or portions thereof. In the event of such occurrences, the parties agree to meet immediately and, if possible, negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts, portions, or provisions shall remain in full force and effect.

ARTICLE 32 - TERM OF AGREEMENT

This Agreement shall be binding upon the parties hereto, and shall be effective October 1, 2018 and shall remain in effect until midnight, September 30, 2019, except as changes, amendments, or supplements may be mutually agreed to during its term and reduced to writing. The Agreement shall automatically renew from year-to-year thereafter, unless either party gives written notice of a desire to modify, amend, or terminate same at least sixty (60) calendar days prior to the expiration date or any anniversary date thereof.

FOR THE UNION:

Ismael Rivera

President/Business Agent

Amalgamated Transit Union Local 1596

FOR THE COMPANY:

Matt Wood

Chief Operating Officer

National Express Transit Corporation

Attachment "B" Bus Price List

#	Description	Value Period (2018-19)
1	Arboc - Spirit of Mobility, 23ft Bus	\$169,075.20
2	Arboc - Spirit of Mobility, 26ft Bus	\$169,075.20
3	Arboc - Spirit of Mobility, 26ft Bus	\$169,075.20
4	Arboc - Spirit of Mobility, 26ft Bus	\$169,075.20
. 5	ARBOC 26ft bus	\$169,075.20
6	ARBOC, SPIRIT OF MOBILITY 26FT BUS	\$169,075.20
7	ARBOC SPIRIT OF MOBILITY 23FT BUS	\$169,075.20
8	Arboc - Spirit of Mobility, 26ft Bus	\$169,075.20
9	2012 GILLIG 40-FT, LOW-FLOOR, 35 PASS BUS	\$451,248.00
10	2012 GILLIG 40-FT, LOW-FLOOR, 35 PASS BUS	\$451,248.00
11	2012 GILLIG 40-FT, LOW-FLOOR, 35 PASS BUS	\$451,248.00
12	GILLIG BUS	\$451,248.00
13	GILLIG PHANTOM 40'	\$451,248.00
14	2017 Ford E450 17PAX Bus	\$81,600.00
15	2017 Ford E450 17PAX Bus	\$81,600.00
16	2017 Ford E450 17PAX Bus	\$81,600.00
17	2017 Ford E450 17PAX Bus	\$81,600.00
18	2017 Ford E450 17PAX Bus	\$81,600.00
19	Freightliner 2013 Sprinter	\$103,387.20
20	Freightliner 2013	\$99,960.00
21	Freightliner 2013	\$99,960.00
22	Freightliner 2013	\$99,960.00
23	Freightliner 2013	\$99,960.00
24	FREIGHTLINER Bus 2013	\$99,960.00
25	FREIGHTLINER Bus 2013	\$99,960.00
26	FREIGHTLINER Bus 2013	\$99,960.00
27	GILLIG 40' BUS	\$99,960.00
28	GILLIG 40' BUS	\$451,248.00
29	GILLIG 40' BUS (216)	\$451,248.00
30	GILLIG 40' BUS (217)	\$451,248.00
31	GILLIG 40' BUS (215)	\$451,248.00
32	GILLIG PHANTOM 40' BUS	\$451,248.00
33	Cobus 3000 Mercedes Benz Type BF 30	\$451,248.00
34	Cobus 3000 Mercedes Benz Type BF 30	\$400,350.00
35	Cobus 3000 Mercedes Benz Type BF 30	\$400,350.00
36	Cobus 3000 Mercedes Benz Type BF 30	\$400,350.00
37	Cobus 3000 Mercedes Benz Type BF 30	\$400,350.00
38	Cobus 3000 Mercedes Benz Type BF 30	\$400,350.00
39	Ford F-650 Starcraft	\$130,000.00
40	Ford F-650 Starcraft	\$130,000.00
41	Ford F-650 Starcraft	\$130,000.00
42	Ford F-650 Starcraft	\$130,000.00
	Total	\$10,149,146.80

Attachment "C"

2018 Bus Incident report

	- ,	
Bus #	Date	Cost
1849	1/8/2018	\$1,469.00
1941 & 2089	2/12/2018	\$147.10
1941	2/13/2018	\$751.50
1938	3/6/2018	\$860.45
1854	3/8/2018	\$539.11
77-2047	3/9/2018	\$1,172.00
2087	3/13/2018	\$0.00
1625	3/27/2018	\$75.18
1945	3/28/2018	\$364.00
1722	4/22/2018	\$130.00
1941	5/15/2018	\$375.55
2090	6/12/2018	\$973.09
1382	6/13/2018	\$288.53
2080	6/18/2018	\$939.81
1872	6/29/2018	\$690.80
1896	7/3/2018	\$1,743.14
2089	7/5/2018	\$7,660.00
2087	7/6/2018	\$608.00
1944 & 1850	7/25/2018	\$466.00
1733	7/26/2018	\$401.10
1852	8/6/2018	\$1,008.00
1896	9/15/2018	\$2,750.00
1897 & 1723	9/21/2018	\$4,100.00
1897 & 1723	9/22/2018	\$1,545.00
1945	9/26/2018	\$29.25
1944	10/12/2018	\$1,979.47
1625	10/28/2018	\$8,360.00
1898	10/29/2018	\$506.00

Attachment "D"

REIMBURSABLE EXPENSES

		Average	Estimated
Payroll Expenses:	FTE	estimated rate	Contract Year 2
- Supervisors:	5	\$18.75	\$195,000.00
- Dispatchers	5	\$16.35	\$170,040.00
- Drivers EPL	36	\$16.05	\$1,201,830.00
- Drivers Economy	56	\$16.05	\$1,869,510.00
- Bus Wash	1	\$15.30	\$31,830.00
- PTO/Vacation/Sick Co v erage	7	\$16.05	\$233,690.00
- Overtime			\$129,570.00
- Payroll Taxes: Social Security, Medicare, State & Fed Unemployment			\$383,150.00
- Health Insurance			\$392,700.00
	110		\$4,607,400.00
Operating Expenses:			
- Uniforms			\$35,200.00
- Supplies: Bus wash supplies & Locator slip			\$10,300.00
		•	\$45,500.00

Total Reimbursable Payroll & Operating Expenses

\$4,652,900.00

Printing of Vehicle Locater Slips Uniforms

Y	ear1 2/1/16 -	2/1/16 - Year 2 2/1/17 -		Yea	r 3 2/1/18 -
L	1/31/17		1/31/18		1/29/18)
\$	10,368.20	\$	2,091.79	\$	2,900.30
\$	2,845.38	\$	3,595.47	\$	617.84

INVITATION FOR BIDS

GREATER ORLANDO AVIATION AUTHORITY

PURCHASING BID 15-19

SHUTTLE BUS MANAGEMENT SERVICES

Sealed Bids for **Purchasing Bid 15-19**, **Shuttle Bus Management Services**, at the Orlando International Airport, will be received by the Greater Orlando Aviation Authority, hereinafter called "Authority."

The proposed Contract will be to provide all labor, supervision, materials, supplies, equipment, tools, and all other items necessary or proper for, or incidental to, performing operation and management services for the Authority's shuttle buses used at Orlando International Airport ("OIA") in accordance with the Contract Documents.

The Contract period will be for thirty-six (36) months with the initial service to commence on or about May 1, 2019, and with the Authority having options to renew the Contract for two (2) additional periods of one (1) year each.

The Contract work shall not be divisible, but shall be awarded, if an award is made, to a single Bidder.

Bid packages will be available for examination Monday, December 17, 2018, and may be obtained by visiting the Authority Purchasing Department's website at www.orlandoairports.net/purchasing for download availability or by visiting AirportLink's website at http://AirportLink.perfect.com or by calling AirportLink at (866) 889-8533. AirportLink provides supplier registration services, document fulfillment and other purchasing related services to the Authority and to suppliers doing business with the Authority. Any award resulting from this solicitation will not require any payment by the supplier to AirportLink. If you received this solicitation document from any source other than AirportLink (WebProcure), please promptly register your interest in this solicitation with AirportLink. Questions concerning this Bid package should be addressed to Vlad Opreanu at (407) 825-6427, by facsimile (407) 825-4020, or by e-mail at vlad.opreanu@goaa.org.

A PRE-BID CONFERENCE will be held at 2:30 p.m., Thursday, January 3, 2019, at the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338. The conference will include a review of the Bid Documents, a question and answer period. Attendance at the Pre-Bid Conference not mandatory but is strongly encouraged. Bidders are expected to be familiar with the Bid Documents and to provide the Authority with any questions regarding the Bid Documents at the Pre-Bid Conference.

Sealed Bids will be received at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 until 3:00 p.m., January 24, 2019, at which time all Bids received will be publicly opened and read. Bids may be delivered prior to the above time and date to the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338. Bids transmitted electronically or by facsimile will not be accepted. Any Bid received after the time and date specified for the opening of the Bids will not be considered, but will be returned unopened. The Authority's Purchasing Manager will designate an official timepiece which shall be used to determine the official time for opening of Bids, and which time shall be deemed correct and conclusive.

A Bid must be submitted on a reproduced copy of the Bid Forms supplied, including any addenda which may be issued, and must be submitted in a sealed envelope which shall be clearly marked Purchasing Bid 15-19, Shuttle Bus Management Services, at the Orlando International Airport. Five (5) additional copies of the Bid should also be included with the original Bid. The original Bid shall be submitted in hard copy format and clearly marked "Original." Additionally, an exact electronic copy of the Bid should be included with the Original Bid on an individual electronic USB Flash Drive.

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

Each Bid must be accompanied by a Bid Guaranty in the form of a Cashier/Teller's Check made payable to the Authority, or a Bid Bond in the amount of **One Hundred** Thousand **Dollars** (\$100,000.00) submitted as a guaranty that the Bidder, if awarded the Contract, will within ten (10) business days after written notice of such award, enter into a written Contract with the Authority in accordance with the accepted Bid and the Bid Document, and will provide a Performance Bond or Letter of Credit, satisfactory to the Authority, having a penal sum equal to Two Million Dollars (\$2,000,000.00) in accordance with the Bid Documents.

If the Bidder elects to provide a Bid Bond in lieu of a Cashier/Teller's Check made payable to the Authority, the Bid Bond shall be completed on the Authority's form provided in this package, or another form substantially the same as such form and acceptable to the Authority. The Performance Bond or Letter of Credit, if a Bidder is awarded the Contract, shall be completed on the Authority's form provided in this package.

The Bidder awarded the Contract must also provide, within ten (10) business days after written Notice of Award, proof of liability insurance in the amount of **Five Million Dollars** (\$5,000,000.00), along with any other required insurance coverages and evidence of business or occupational license, as outlined in the Bid Documents.

This Document includes a Minority and Women Business Enterprise (MWBE) and a Local Developing business (LDB) participation requirement. The Participation Goal for this Contract will be 17% for MWBEs and 1.7% for LDBs.

The Authority reserves the right to waive any informalities or irregularities of Bids, to request clarification of information submitted in any Bid, to request additional information from any Bidder, or to reject any or all Bids, and to readvertise for Bids. The Authority also reserves the right to extend the date and time period during which it will accept Bids and to extend the date or time scheduled for the opening of Bids.

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

The Owner ("Authority"), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this

advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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

BACKGROUND

The historical data for the current Shuttle Bus Management Services Contract for the Employee Shuttle Service from June 1, 2017 through May 31, 2018 is as follows:

Number of Passengers	5,084,988
Number of Shuttle Bus Trips	142,922
 Number of Shuttle Bus Driver Hours 	53,664
Number of Shuttle Bus Miles	615,756

The historical data for the current Shuttle Bus Management Services Contract for the <u>Economy Shuttle Service</u> from June 1, 2017 through May 31, 2018 is as follows:

•	Number of Passengers	725,843
•	Number of Shuttle Bus Trips	474,984
•	Number of Shuttle Bus Driver Hours	107,328
•	Number of Shuttle Bus Miles	1,124,988

The historical data for the current Shuttle Bus Management Services Contract for the <u>Special Requests/Emergency Shuttle Bus Service</u> from June 1, 2017 through May 31, 2018 is as follows:

•	Shuttle Bus Special Requests	51 Shuttle Bus Driver Hours
•	Shuttle Bus Emergency Requests	19 Shuttle Bus Standby Incidents and
		O Emergency Response Incidents

The historical data for the current Shuttle Bus Management Services Contract for <u>Overflow Economy Shuttle Bus Service</u> from June 1, 2017 through May 31, 2018 is as follows:

•	Period of Overflow use	December 21, 2017 – January 10, 2018 / 21 days
•	Number of Passengers	10,212
•	Number of Shuttle Bus Trips	4,918
•	Number of Shuttle Bus Driver Hou	rs 2,016

INSTRUCTIONS TO BIDDERS

INTENT;

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

2. GENERAL:

- 2.1 This Contract will be to provide all labor, supervision, materials, supplies, equipment, tools, and all other items necessary or proper for, or incidental to, performing operation and management services for the Authority's shuttle buses used at Orlando International Airport ("OIA") in accordance with the Contract Documents.
- 2.2 Contract period will be thirty-six (36) months with the initial service to commence on or about May 1, 2019, and with Authority having options to renew the Contract for two (2) additional periods of one (1) year each upon the same terms and conditions, except compensation to the Contractor which shall be established by negotiation between the parties, subject to the limitations stated below. The option years compensation will be based on the annual unit prices. If the parties cannot successfully negotiate pricing for any renewal option year, the Authority may exercise its option to renew the Contract for such option year at the maximum prices described below. The compensation due to the Contractor in the first renewal option year, if exercised, may not exceed the annual unit prices for the immediately preceding year, increased by a percentage that equals the percentage, if any, by which the Consumer Price Index, United States City Averages, Urban Wage Earners and Clerical Workers (CPI-W), All Items (1982-84 = 100) ("CPI") published from time to time by the United States Bureau of Labor Statistics in effect as of the end of the thirtieth (30th) month of the Contract term exceeds the CPI in effect as of the end of the eighteenth (18th) month of the Contract term. The Compensation due to the Contractor in the second renewal option year, if exercised, may not exceed the annual unit prices for the immediately preceding year, increased by a percentage that equals the percentage, if any, by which the CPI in effect as of the end of the forty-second (42nd) month of the Contract term exceeds the CPI in effect as of the end of the thirtieth (30th) month of the Contract term.
- 2.3 The Contract work shall not be divisible, but shall be awarded, if an award is made, to a single Bidder.
- 2.4 The Contract, if awarded, shall not be construed to create unto the Contractor any exclusive rights with respect to any of the Authority's shuttle bus management service requirements. The Authority may in its sole discretion award any additional or similar services to any third party, or the Authority may elect to perform all or a portion of the services by its own employees.
- 2.5 Prospective Bidders should be aware that the previous Contractor that was providing shuttle bus services at the Orlando International Airport was a party to a collective bargaining agreement with the Amalgamated Transit Union (ATU) Local 1596. Under

federal law, the successful Bidder may have an obligation to bargain with ATU Local 1596 if, in the initial staffing of the Contract, Bidder hires a substantial and representative complement of the employees of the previous Contractor.

- 2.6 A Bidder's Bid prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Bidder's costs during the initial term of the Contract must be reflected in its prices set forth in its Bid. The Authority shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Bidder's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Bidder's overhead costs, including, but not limited to, costs of the required bonds and insurance coverages, shall be included in such Bidder's prices listed in its Bid.
- 2.7 Each Bidder shall provide on Pages BF-13 through BF-16 for each appropriate Year of the Contract as follows:
 - 2.7.1 Each Bidder shall provide its Management Fee (Item A) in the Extension column on Pages BF-13 through BF-15 for Years 1, 2, and 3. The Management Fee shall include all the costs as outlined in the General Conditions, Section 2.3, Page GC-2.
 - 2.7.2 Each Bidder shall also provide its Hourly Rate for Leased or Owned Buses (Item C) in the appropriate column on Pages BF-13 through BF-15 for Years 1, 2, and 3. The Hourly Rate shall include all the costs as outlined in the Specifications, Section 3.5, Page S-23. Accordingly, Bidders shall multiply the Hourly Rate by the respective Estimated Hours and enter the product of such calculation, without further adjustment or modification, at the right hand side of the page under the Extension heading.
 - 2.7.3 Each Bidder shall then add the Extension heading of Pages BF-13 through BF-15 its Management Fee (Item A); the Authority-provided Reimbursable Payroll and Operating Expenses, not-to-exceed amount (Item B): and its cost (Hourly Rate times Estimated Hours) for Leased or Owned Bus (Item C), and enter the sum in the appropriate space marked "Total Year 1 Bid Price" on Pages BF-13 and BF-16, "Total Year 2 Bid Price" on Pages BF-14 and BF-16, and "Total Year 3 Bid Price" on Pages BF-15 and BF-16.
- 2.8 Each Bidder shall then add the Annual Prices heading on Page BF-16 for Total Year 1 Bid Price, Total Year 2 Bid Price, and Total Year 3 Bid Price, and enter the sum on the appropriate space marked "Total Three (3) Year Bid Price" on Pages BF-16 and BF-3.
- 2.9 Any Bid that fails to include all of the prices as requested on Pages BF-13 through BF-16 may be deemed non-responsive to the Invitation.
- 2.10 The Bidder to whom the "Notice of Intent to Award" is given shall provide to the Authority within three (3) days after receiving the Notice the following:
 - 2.10.1 A current resume of its proposed management and administrative positions (see Section 1.12 of the Specification). If the proposed management and administrative personnel are deemed unacceptable by the Authority, the Bidder

shall submit to the Authority the name and current resume of management and administrative personnel acceptable to the Authority, within the next twenty (20) days;

- 2.10.2 A Transition Plan that will describe how Bidder plans to start operations and bring about a smooth transition of the work to be performed under this Contract. Such plan shall consist of a schedule that describes how Bidder will handle problems which Bidder anticipates will be encountered to begin operations under the new Contract and shall include the time period needed for the hiring and training of employees, planned interface with Authority, inventory, and delivery of supplies, the processing I.D. badges, uniforms, issuance of keys and site tours, etc.;
- 2.10.3 A Staffing Schedule that will outline the base number of employees the Contractor will use during various hours of the day to operate the Shuttle Bus Management Services (see Section 3.3 of the Specification). The Staffing Plan shall consist of all levels of employment to include management, administrative, and operational positions. The Staffing Plan shall also include the classifications of employee positions and the duties of each position based on the descriptions in Specification Section 1.12; and
- 2.10.4 A Quality Control Program that will outline the procedures the Contractor will use to ensure that the Shuttle Bus Services provided will meet the requirements of the Specifications (see Specification Section 3.13).

3. RECEIPT AND OPENING OF BIDS:

Bids will be received, opened and read at the time and place specified in the Invitation for Bids. Bidders or their authorized agents are invited to be present. Bids received after the time and date specified will not be considered, and will be returned unopened.

4. EXAMINATION OF BID/CONTRACT DOCUMENTS:

All prospective Bidders shall thoroughly examine and become familiar with the bid package and carefully note the items which must be submitted with the Bid, such as:

- 4.1 a Bid Guaranty in the form of a Cashier's Check, Teller's Check or Bid Bond;
- 4.2 a list of Contract References;
- 4.3 an Equal Opportunity Report Statement;
- 4.4 a Certificate of Non-Segregated Facilities;
- 4.5 any other information specifically called for in these Bid Documents.

(These Instructions to Bidders, the Invitation for Bids, the Bid Forms, the Contract, the General Conditions, and the Specifications are referred to hereinafter as the "Bid Documents" or the "Contract Documents.") Submission of a Bid shall constitute an acknowledgment that the Bidder has read and understands the Bid Documents. The failure or neglect of a Bidder to receive or examine any Bid Document shall in no way relieve it from any obligations under

its Bid or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.

5. ADDENDA-CHANGES WHILE BIDDING:

Other than during the Pre-Bid Conference, the Authority shall not be required to provide to any Bidder verbal interpretations as to the meaning of any portion of the Bid Documents. Requests for interpretation, clarification or correction of Bid Documents, forms or other material in this Bid Package should be made in writing and delivered to the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338, or by facsimile to (407) 825-4020 at least five (5) business days before the date and time announced for the Bid opening. Any response by Authority to a request by a Bidder for clarification or correction will be made in the form of a written Addendum. All parties to whom the Bid packages have been issued will be sent a notification of the issuance of an Addendum either by e-mail and/or by facsimile. The Addendum may be electronically downloaded by visiting either the Authority Purchasing Department's web site at www.orlandoairports.net/purchasing, or if registered with AirportLink, by visiting their web site at http://AirportLink.perfect.com. Authority reserves the right to issue Addenda at any time up to the date and time set for Bid opening. In case any Bidder fails to acknowledge receipt of any such Addendum in the space provided in the Bid Form, its Bid will nevertheless be construed as though the Addendum had been received and acknowledged. Submission of a Bid will constitute a Bidder's acknowledgement of the receipt of the Bid Documents and all Addenda. Only interpretations or corrections provided by written Addenda shall be binding on Authority. Prospective Bidders are warned that any other source by which a Bidder receives information concerning, explaining or interpreting the Bid Documents shall not bind the Authority.

6. PREPARATION OF BIDS:

- 6.1 Bids shall be submitted only on reproduced copies of the attached Bid Forms including any revised or additional Bid Forms supplied by Addenda. If an award is made, the completed Bid Forms shall constitute a part of the Contract Documents and will be incorporated in the final Contract between the Authority and the successful Bidder. All blank spaces in the Bid Forms should be filled in legibly and correctly in ink or typewritten.
- 6.2 All Bids shall contain the name and business address of the individual, firm, corporation, or other business entity submitting the Bid and shall be subscribed by either the individual, a general partner, a member of a member-managed LLC, a manager of a manager-managed LLC, or an authorized officer or agent of a Corporation or business entity, and should be properly witnessed or attested. If any officer or agent other than the signatories described in the preceding sentence shall sign any Contract Document on behalf of the Bidder, the Authority should be furnished with satisfactory evidence of such officer's or agent's authority to bind the Bidder with respect to the contents of the subject Bid Documents so signed by him or her. If the Bidder is an LLC, the Bidder should submit with its Bid its Articles of Organization or other evidence satisfactory to Authority, indicating whether the LLC is member-managed or manager-managed, and indicating that the person executing the Bid is authorized to bind the LLC.

- 6.3 If the Bidder is a partnership or sole proprietorship, the Authority, reserves the right to require the Bidder to submit to the Authority at any time the name and business address of each owner, principal, partner, or member of the Bidder having an ownership or management position with the Bidder.
- 6.4 If the Bidder is a corporation or other state-chartered business entity, the Authority reserves the right to require the Bidder to submit to the Authority at any time, the name and business address of each officer, director and holder of 10% or more of the stock or other ownership interests of such corporation or other business entity. If the Bidder is a corporation, the Bid should have the corporate seal affixed and include the name of the State in which it was incorporated. If the Bidder is a foreign corporation or other state-chartered business entity and is the successful Bidder, the Bidder will be required to submit evidence prior to the execution of the Contract, if awarded, that the corporation or other state-chartered business entity has applied to the Secretary of State, State of Florida, for authority to do business in the State of Florida. If the Bidder elects to use a fictitious name in its Bid, a copy of the Bidder's fictitious name registration should be provided to Authority.

7. BID GUARANTY:

- 7.1 Each Bid shall be accompanied by a Bid Guaranty, in the form of a Cashier's Check or Teller's Check made payable to the "Greater Orlando Aviation Authority", or a Bid Bond prepared on the form contained in the Bid Documents, or another form substantially the same as such form and acceptable to Authority, duly executed by the Bidder as principal and an insurer authorized to issue surety bonds in the State of Florida and satisfactory to the Authority. A Bid Guaranty shall not be accepted if the instrument or the surety's obligation expires prior to ninety (90) days after the date of the Bid opening. The Bid Guaranty so furnished shall be in the amount of One Hundred Thousand Dollars (\$100,000.00) (U.S.). Such Cashier's Check, Teller's Check, or Bid Bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw its Bid for a period of ninety (90) days after the scheduled closing time for the receipt of Bids, and that if its Bid is accepted, Bidder will enter into the Contract with the Authority in the form contained in the Bid Documents, and will provide:
 - 7.1.1 a valid business or occupational license;
 - 7.1.2 a Performance Bond or Letter of Credit, as well as a Payment bond if applicable, on the forms contained in the Contract Documents; and
 - 7.1.3 any other documents or information required by the provisions of the Contract Documents.
- 7.2 If a Bidder or surety places a condition in or with its Bid Bond that requires the Authority to accept a modification to the Authority's form of Payment Bond, Performance Bond, or Letter of Credit, the Bid Bond so submitted shall be deemed irregular and may be grounds for the Bidder's disqualification.
- 7.3 In the event of withdrawal of said Bid within ninety (90) days following the opening of Bids, or Bidder's failure to enter into said Contract with Authority or failure to provide Authority with the bonds or other requirements of the Contract Documents or

the Invitation for Bids within ten (10) business days after issuance of Notice of Intent to Award by Authority, then such Bidder shall be liable to Authority in the full amount of the check or Bid Bond and Authority shall be entitled to retain the full amount of the check or to demand from the Surety the Penal Sum of the Bid Bond as liquidated damages and not as a penalty.

- 7.4 The checks of all except the three (3) lowest, responsible and responsive Bidders will be returned within thirty (30) days after the opening of Bids, and the remaining checks will be returned within three (3) days after the Authority and the successful Bidder have executed the Contract for the work. Cash will not be accepted as Bid Guaranty.
- 7.5 Surety companies executing Bonds must meet the requirements set forth in Section 6.7. of the General Conditions.

8. DELIVERY OF BIDS:

- 8.1 All Bids shall be submitted in a sealed envelope bearing on the outside the name of the Bidder, address, and the notation Purchasing Bid 15-19, Shuttle Bus Management Services, at Orlando International Airport. Five (5) additional copies of the Bid should also be provided to the Authority in the sealed envelope with the original Bid clearly marked "Original." Additionally, an exact electronic copy of the Bid on an individual electronic USB Flash Drive should be provided to the Authority in the sealed envelope with the Original Bid. Each Bid shall consist of an executed copy of the Bid Form (Pages BF-1 through BF-21), along with all other documents or information required to be submitted pursuant to the terms of the Bid Documents (together, the "Bid"). The documents comprising the Bid must be completed and signed on the forms provided herein, or on exact reproductions thereof.
- 8.2 All Bids shall be submitted pursuant to the terms outlined in these Instructions to Bidders. Any Bids received after the time and date specified in the Invitation for Bids (or any Addenda thereto) for the opening of the Bids will not be considered, but will be returned unopened.
- 8.3 Each Bidder's response to the Invitation for Bids shall be at the sole cost and expense of the Bidder and such Bidder shall have no claim against the Authority for costs, damages, loss of profits, or to recover such costs, damages, or expenses, in the event the Authority exercises its right to reject any or all Bids or to cancel an award pursuant to a provision hereof for any reason.
- 8.4 Submission of a Bid shall constitute authorization for the Authority and its representatives and agents to make such copies of the Bid or portions thereof and to distribute such copies as may be necessary or desirable to carry out the Authority's objectives or requirements.

9. COMMUNICATIONS DURING BID PROCESS:

In accordance with the below-referenced policies, any communication directly or indirectly to seek to encourage any specific result in connection with an Authority selecting process, including but not limited to, written communications, any and all forms of electronic communications or messaging, including social media, oral communications either in person or by telephone, initiated by a Bidder or through a lobbyist, agent or third person, to any

Authority staff and/or Committee/Board member who is a member of any committee constituted for the purposes of ranking Solicitations, making recommendations or making an award, is prohibited from the time that the Solicitation is released to the time that the award is made. An appropriate official or employee of the Authority may initiate communication with a Bidder in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Any official communication from a Bidder during the Bid process should be submitted in writing to the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 or to the email address as directed during the Bid process. A copy of these policies (Sections 180.01 and 180.03) are available upon request from the Director of Board Services.

10. WITHDRAWAL OF BIDS:

No Bid may be withdrawn after it is submitted unless the Bidder makes a request by letter and such request is received prior to the time set for opening of Bids. No Bid may be withdrawn after the scheduled Bid opening time for a period of ninety (90) days.

11. DISQUALIFICATION OF BIDDERS:

- 11.1 Any of the following causes may be considered as sufficient for the Authority's disqualification of a Bidder and the rejection of its Bid:
 - 11.1.1 Submission of more than one Bid for the same work, or participation in more than one Bid for the same work as a partner or principal of the Bidder, by an individual, firm, partnership or corporation, under the same or different names, or by Bidders which are affiliates, either at the time of submittal, or at the time of award. For purposes of this section, the term "affiliates" means firms, partnerships, corporations or other entities under common control;
 - 11.1.2 Evidence of collusion between or among Bidders;
 - 11.1.3 Evidence, in the opinion of the Authority, of Bidder(s) attempting to manipulate the Bid pricing for its own benefit (e.g. pricing resulting in a failure of the Authority's ability to enforce the Contract or impose the remedies intended following breach by Contractor);
 - 11.1.4 Being in arrears on any of its existing contracts with the Authority or in litigation with the Authority or having defaulted on, or being in or having previously been in litigation with the Authority with respect to, a previous contract with the Authority;

- 11.1.5 Poor, defective or otherwise unsatisfactory performance of work for Authority or any other party on prior projects which, in the Authority's judgment and sole discretion, raises doubts as to Bidder's ability to properly perform the work; or
- 11.1.6 Any other cause which, in the Authority's judgment and sole discretion, is sufficient to justify disqualification of Bidder or the rejection of its Bid.
- 11.2 The Authority has adopted a Code of Ethics and Business Conduct Policy (Section 204.01) which addresses, the obligation of the Authority's Board members and employees to follow the Florida Statutes in reference to these issues. This includes, but is not limited to, the obligations of the Authority's Board members and employees with respect to having an interest in business entities, outside employment, gratuities, divulgence of information, unauthorized compensation and acceptance of gifts. Please be aware that any violation of this policy by a Bidder and/or any attempt to influence an Authority Board member or employee to violate the policy is sufficient cause for the denial of the right of the Bidder to bid on any contract or sell any materials, supplies, equipment, or services to the Authority for a period of time that is determined by the Chief Executive Officer. A copy of this policy is available upon request from the Director of Board Services.

12. REJECTION OF IRREGULAR BIDS:

A Bid will be considered irregular and may be rejected by the Authority if it (i) is improperly executed, (ii) shows omissions, alterations of form, additions not called for, unauthorized conditions or limitations, or unauthorized alternate Bids, (iii) fails to include the proper Bid Guaranty (if required), Contract references, other certificates, affidavits, statements, or any other information required to be included with Bids, including, but not limited to, the Bidder's prices, or (iv) contains other irregularities of any kind.

13. NOTICE OF INTENT TO AWARD CONTRACT:

Unless all Bids are rejected by the Authority, a Notice of Intent to Award is anticipated to be provided within ninety (90) days from the opening of Bids to the responsible and responsive Bidder submitting the low Bid. In the event of tie Bids, the Authority reserves the right to determine the successful Bidder by the method approved by the Authority in its Policies and Procedures. Bidders involved will be given notice of the time and place the determination is made. For all procurements, the Authority reserves the right to reject any or all bids and to cancel the procurement or to solicit new bids.

14. RESPONSIBILITY OF BIDDERS:

14.1 To aid it in determining a Bidder's responsibility, Authority reserves the right (a) to request, at the Authority's exclusive discretion and at any time, that Bidder submit such evidence, including additional references, of Bidder's qualifications as Authority may deem necessary, and (b) to consider any evidence available to the Authority of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the Authority and others. Satisfaction of the minimum responsibility criteria below does not mean that the Bidder necessarily will be found by the Authority to be responsible. The Authority shall be the final authority in the determination of a Bidder's responsibility and the award of a Contract to a Bidder.

- 14.2 All Bidders shall furnish the Authority with the company name, address, contact person, and telephone number and email address of those entities Bidder is relying on to satisfy the minimum responsibility criteria in Section 14.3 below, and of any other entities that Bidder believes would be helpful in establishing Bidder's responsibility. The information should be submitted on Page BF-6 at or before the time the Bid is due, with the knowledge that the Authority will use the data for reference purposes.
- 14.3 For a Bidder to meet the minimum responsibility criteria for this Contract, the Bidder must provide verifiable evidence:
 - 14.3.1 through references or otherwise, that the Bidder is an individual, a firm, a corporation, or other entity that is currently engaged in the business of providing Shuttle Bus Management services;
 - 14.3.2 through references or otherwise, that the Bidder, after taking into account the activities of a related predecessor (e.g. by merger or reorganization), affiliate, or principal of Bidder, has been actively engaged in such business for at least the five (5) years immediately preceding the date of Bidder's response to this Invitation for Bids;
 - 14.3.3 through references or otherwise, that the Bidder is satisfactorily providing, or have provided, Shuttle Bus Management Services, for at least three (3) entities during the five (5) year period immediately preceding the date of the Bidder's response, one of which must be a medium- or large-hub airport with defined fixed routes operating 7 days / week, 365 days and must involve bus transportation for at least 8,000 passengers daily.
- 14.4 The Authority may, in certain special circumstances and based on information provided to or learned by the Authority pursuant to Section 14.1 above, determine that a Bidder is responsible despite such Bidder's failure to satisfy all requirements of the minimum responsibility criteria above.

15. GUARANTY OF FAITHFUL PERFORMANCE:

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

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

16. POWER OF ATTORNEY AND COUNTERSIGNATURE:

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

17. EXECUTION OF CONTRACT:

17.1 The Bidder to whom the Notice of Intent to Award is given shall, within ten (10) business days after the date of the Notice of Intent to Award, execute and/or deliver the following to the Authority: the Contract, Certificate of Insurance, Performance Bond or Letter of Credit (if required), a copy of the Bidder's valid business or occupational license, a copy of Bidder's W-9 Form (Request for Taxpayer Identification Number and Certification), the Awarded Bidder's Contact Information, and all other documents and information required by the Contract Documents. All of the above documents and information must be furnished and the Contract Documents executed by Bidder, and delivered to Authority, before the Contract will be executed by the Authority.

17.2 Not applicable.

- 17.3 A Bidder's failure to timely fulfill its obligations under this Section 17 shall be just cause for the Authority's withdrawal of such Notice of Intent to Award. In such case, a Notice of Intent to Award may then be issued to the next ranked Bidder or all Bids may be rejected by the Authority and the Contract re-advertised. In such event, the Authority shall be entitled to receive its damages and costs, including, but not limited to, its attorneys' fees caused by or in connection with a Bidder's failure to fulfill its obligations under this Section. A Bidder's liability for failing to timely fulfill the obligations stated in this Section shall be the same as for withdrawing its Bid (see Section 10 of the Instructions to Bidders).
- 17.4 The Contract shall not be binding upon the Authority until it has been executed by the Authority and a copy of such fully executed Contract is delivered to the Contractor. The Authority reserves the right to cancel the award without liability to any Bidder at any time before the Contract has been fully executed by the Authority and delivered to the Contractor. Accordingly, the Contractor is hereby warned that it should not commence performance or incur costs or expenses in connection with the Contract obligations until it has received from the Authority a final, fully executed copy of the Contract.

18. FLORIDA SALES TAX:

The Authority is a governmental agency and a political subdivision under Florida law. Purchases by Authority under this Contract are exempt from Florida sales tax: Authority's tax exempt number is 85-8012668935C-5. No purchase made by any entity is qualified to be exempt other than those made directly by the Authority. The Authority's sales tax

exemption does not apply to goods or services purchased or consumed by a Contractor for which the Contractor is deemed to be the ultimate consumer in connection with the fulfillment of its Contract obligations, and the Authority shall have no liability for such taxes.

19. SUBCONTRACTS:

- 19.1 The Contractor's right to subcontract shall be governed by the provisions of Section 8 of the General Conditions.
- 19.2 Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the Authority.
- 19.3 The Contractor shall be fully responsible to the Authority for the acts and omissions of a subcontractor and of persons employed by said subcontractor to the same extent that the Contractor is liable to Authority for acts and omissions of persons directly employed by it.

20. FAMILIARITY WITH LAWS:

All Bidders and the Contractor are presumed to be familiar with and shall observe all Federal, State and local laws, ordinances, codes, rules and regulations, including, without limitation, the Authority's rules and regulations, that may in any way affect work herein specified. Ignorance on the part of the Contractor shall in no way relieve Contractor from any such responsibility or liability.

21. AIRPORT SECURITY:

The successful Bidder will be required to comply with all applicable regulations of the Transportation Security Administration (TSA) and of the Authority relating to Airport security, including those relating to access to the Aircraft Operations Area (AOA) of Orlando International Airport, as such regulations may be in effect or changed from time to time.

22. EQUAL OPPORTUNITY REPORT STATEMENT:

Not applicable.

23. NON-SEGREGATED FACILITY CERTIFICATE:

Each Bidder shall complete and sign the Non-Segregated Facilities Certificate on Page BF-8. A Bid may be considered irregular, in the Authority's sole discretion, if the Bidder fails to provide the fully executed statement, or fails to furnish the required data. Prior to execution of the Contract by the Authority, a fully executed statement must be provided or the Bid may be rejected and the Authority will be entitled to exercise its rights under the provisions of Section 17.3 above, Execution of Contract.

24. PUBLIC ENTITY CRIMES LAW/DEBARMENT:

The following notice applies to all Bidders: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work,

may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Further, any entity or individual placed on the Authority's Debarment List pursuant to Authority Policy, Section 130.04, may not submit a response to any letter of intent, letter of interest, statement of qualifications, quote, proposal or bid as a contractor, supplier, subcontractor, consultant or individual, of any tier, for any goods or services or contracts and may not provide any goods or services to the Authority, on behalf of the Authority, or on Authority property, regardless of whether there is a contractual relationship with the Authority. The Authority will disqualify any submission, bid or proposal that includes a person or entity on the Debarment List. You may request a copy of the Authority's Debarment List for your review at the following email: debarmentlist@goaa.org.

25. MINORITY AND WOMEN BUSINESS ENTERPRISE ("MWBE") PARTICIPATION PROGRAM:

- 25.1 To encourage development and growth of MWBEs, the Authority has adopted a Non-Federally Funded Minority and Women Business Enterprise ("MWBE") Participation Program, which is available from the Authority upon request, in response to the joint disparity study conducted by the Authority.
- 25.2 It is the policy of the Authority that MWBEs shall have the maximum opportunity to participate in the purchase of goods and services, and the Authority has established the MWBE Participation Program to implement this policy. This participation can take the form of purchasing contracts, subcontracts, joint ventures or similar arrangements. The Bid will be considered non-responsive to the Invitation for Bids and rejected if the Bidder fails to demonstrate, to the reasonable satisfaction of the Authority, as required by the MWBE policy, that the Bidder has met or has made a good faith effort to meet the established MWBE goal.
- 25.3 For this Contract, the Authority has established a MWBE Participation Goal of 17%, which means that 17% of the total Contract expenditures by the Authority should be used to purchase goods or services under the Contract from MWBEs. All Bidders, including a Bidder which is an MWBE, shall comply with the MWBE requirements outlined in this Section by having MWBEs other than the Bidder, participate in the performance of the Contract services at a sufficient level to meet the participation goal.
- 25.4 Bidders are required to submit, with their Bids, the Letter of Intent/Affirmation information by completing the form on Page BF-17 for each MWBE Firm. The Bidder may make duplicates of this form as needed. Both the MWBEs and the Bidder are required to affirm the information provided by signing the form prior to submittal. After the Bids are opened, but prior to award, the Authority may request, receive, and review additional information from Bidders in order to verify the accuracy of the level of information presented by Bidders with their Bids and the good faith effort of Bidders to reach the MWBE goal.

- 25.5 After the Bids are opened and prior to an award of the Contract, the Authority may request, receive and consider omitted and supplemental information from the Bidders as to the certification of Bidders, if applicable, and of any Bid subcontractor, supplier or joint venturer in order to determine MWBE status.
- 25.6 The successful Bidder shall enter into contract(s) with the MWBE(s) identified in the Bidder's Bid documents which the Authority relied upon in awarding this Contract, subject only to the Authority's right to approve all subcontractors. The contractual arrangements with the MWBE(s) shall incorporate such reasonable terms as are required to complete the work described therein while furthering the Authority's MWBE policy.
- 25.7 A Bidder shall not breach any of its obligations with the MWBE(s). In the event Bidder desires to terminate or replace a MWBE, Bidder shall promptly notify the Authority of the impending termination, the reason for the termination and obtain the Authority's approval prior to proceeding with the termination. Following the termination Bidder shall replace the terminated MWBE with another MWBE. If the Bidder is unable to utilize another MWBE for performance of that portion of this Contract, the Bidder shall provide the Authority with documentation, in a form satisfactory to the Authority, showing that it is not possible to replace the terminated MWBE with another MWBE. The MWBE percentage for participation must not decrease below the percentage proposed during the term of the Contract.
- 25.8 The successful Bidder shall submit to the Authority a Disbursement Form (sample on Page **BF-19** with each invoice submitted for payment, indicating the amount of money spent with each MWBE(s) since the previous invoice.
- 25.9 Failure to carry out the requirements set forth herein or the commitments made by the Bidder (e.g. to contract with or make a good faith effort to contract with and use MWBEs, to pay MWBEs at least 17% (or such other acceptable good faith effort amount) of the total Contract price on an ongoing basis, etc.) shall constitute a breach by the Bidder of this Contract and may result in termination of the Contract by the Authority or such other remedy as the Authority deems appropriate.
- 25.10 A list of currently certified MWBEs may be obtained via the internet at www.orlandoairports.net/small-business, or from the Authority's Office of Small Business Development by calling (407) 825-7133. The Authority will provide this information as a convenience only, and Bidders shall be solely responsible for ensuring all MWBEs are capable of performing. Certification of eligibility as an MWBE should be completed prior to submission of a Bid. During the Bid process, Bidders may contact the Office of Small Business Development for any questions or information concerning the MWBE Participation Program.
- 25.11 Compliance with the MWBE policy of the Authority does not relieve Bidders of the equal employment opportunity obligations under state and Federal laws and regulations.

26. LOCAL DEVELOPING BUSINESS ("LDB") PARTICIPATION PROGRAM:

- 26.1 The Authority has adopted a Local Developing Business ("LDB") Policy, effective January 1, 1999. The policy requires Bidders to ensure that LDB firms have an opportunity to participate in all contracts.
- 26.2 It is the policy of the Authority that LDBs shall have the maximum opportunity to participate in the purchase of goods and services, and the Authority has established the LDB Participation Program to implement this policy. This participation can take the form of purchasing contracts, subcontracts, joint ventures or similar arrangements. The Bid will be considered non-responsive to the Request for Bids and rejected if the Bidder fails to demonstrate, to the reasonable satisfaction of the Authority, as required by the LDB policy, that the Bidder has met or has made a good faith effort to meet the established LDB goal.
- 26.3 For this Contract, the Authority has established a LDB Participation Goal of 1.7%, which means that 1.7% of the total Contract expenditures by the Authority should be used to purchase goods or services under the Contract from LDBs. All Bidders, including a Bidder which is an LDB, shall comply with the LDB requirements outlined in this Section by having LDBs other than the Bidder, participate in the performance of the Contract services at a sufficient level to meet the participation goal.
- 26.4 Bidders are required to submit, with their Bids, the Letter of Intent/Affirmation information by completing the form on Page BF-18 for each LDB Firm. The Bidder may make duplicates of this form as needed. Both the LDBs and the Bidder are required to affirm the information provided by signing the form prior to submittal. After the Bids are opened, but prior to award, the Authority may request, receive, and review additional information from Bidders in order to verify the accuracy of the level of information presented by Bidders with their Bids and the good faith effort of Bidders to reach the LDB goal.
- 26.5 After the Bids are opened and prior to an award of the Contract, the Authority may request, receive and consider omitted and supplemental information from the Bidders as to the certification of Bidders, if applicable, and of any Bid subcontractor, supplier or joint venturer in order to determine LDB status.
- 26.6 The successful Bidder shall enter into contract(s) with the LDB(s) identified in the Bidder's Bid documents which the Authority relied upon in awarding this Contract, subject only to the Authority's right to approve all subcontractors. The contractual arrangements with the LDB(s) shall incorporate such reasonable terms as required to complete the work described therein while furthering the Authority's LDB policy.
- 26.7 A Bidder shall not breach any of its obligations with the LDB(s). In the event Bidder desires to terminate or replace an LDB, Bidder shall promptly notify the Authority of the impending termination, the reason for the termination and obtain the Authority's approval prior to proceeding with the termination. Following the termination, Bidder shall replace the terminated LDB with another LDB. If the Bidder is unable to utilize another LDB for performance of that portion of this Contract, the Bidder shall provide the Authority with documentation, in a form satisfactory to the Authority, showing

that it is not possible to replace the terminated LDB with another LDB. The LDB percentage for participation must not decrease below the percentage proposed during the term of the contract.

- 26.8 The successful Bidder shall submit to the Authority a Disbursement Form (sample on Page **BF-20**) with each invoice submitted for payment, indicating the amount of money spent with each LDB(s) since the previous invoice.
- 26.9 Failure to carry out the requirements set forth herein or the commitments made by the Bidder (e.g. to contract with or make a good faith effort to contract with and use LDBs, to pay LDBs at least 1.7% (or such other acceptable good faith effort amount) of the total Contract price on an ongoing basis, etc.) shall constitute a breach by the Bidder of this Contract and may result in the termination of the Contract by the Authority or such other remedy as the Authority deems appropriate.
- 26.10 A list of currently certified LDBs may be obtained via the internet at www.orlandoairports.net/small_business, or from the Authority's Office of Small Business Development by calling (407) 825-7171. The Authority will provide this information as a convenience only, and Bidders shall be solely responsible for ensuring all LDBs are capable of performing. Certification of eligibility as an LDB should be obtained prior to submission of a Bid. During the Bid process, Bidders may contact the Office of Small Business Development for any questions or information concerning the LDB Participation Program.
- 26.11 Compliance with the LDB policy of the Authority does not relieve Bidders of the equal employment opportunity obligations under state and Federal laws and regulations.

27. GOOD FAITH EFFORT FOR MWBE AND LDB PARTICIPATION PROGRAM:

- 27.1 If the Bidder fails to meet the MWBE/LDB Participation Goals, the Authority will require Bidder to submit evidence of good faith efforts within two (2) business days of request; such evidence may include, but is not limited to the following:
 - 27.1.1 Indicating the name and title of the person responsible for the Bidder's good faith efforts to reach the participation goal;
 - 27.1.2 Provide evidence of attendance at Pre-Bid Conference meeting, if any, scheduled by the Authority to inform MWBE/LDB firms of subcontracting opportunities under a given Contract;
 - 27.1.3 Provide a list of MWBE/LDB firms contacted;
 - 27.1.4 Provide copies of written correspondence to MWBE/LDB firms that their bid is being solicited, as well as certified return receipts to prove receipt or the reason for non-delivery;
 - 27.1.5 Provide evidence of information provided to the MWBE/LDB firms about the specific work the Contractor intends to subcontract;
 - 27.1.6 Provide evidence of information provided to MWBE/LDB firms on bonding and insurance requirements;

INSTRUCTIONS TO BIDDERS (Continued)

- 27.1.7 Provide copies of advertisements in general circulation media, trade association publications, and minority focus media advertising for MWBE/LDB firms interested in subcontracting;
- 27.1.8 Provide evidence that Bidder provided interested MWBE/LDB firms with assistance in reviewing the contract plans, specifications, and the terms and conditions of the general contract, subcontract and addenda;
- 27.1.9 Providing evidence that the Bidder provided MWBE/LDB firms prompt notice of addenda affecting specific trade Contractors;
- 27.1.10 Provide evidence that Bidder made follow-up inquiries after initial solicitations of interest from MWBE/LDB firms. Bidder shall maintain documentation of the date, time and name of individuals contacted. A telephone log is acceptable documentation of this activity;
- 27.1.11 Provide a list of quotes submitted by MWBE/LDB firms;
- 27.1.12 Provide documentation as to why MWBE/LDB firms were not utilized;
- 27.1.13 In those instances where a majority subcontractor is selected for a scope of work for which MWBE/LDB bids were submitted, the Bidder shall submit records of all quotations received from MWBE/LDB firms and from the selected majority subcontractor, and provide an explanation of the reasons why the MWBE/LDB firms will not be used during the course of the Contract. Receipt of a lower price quotation from a non MWBE/LDB firm prior to or at the time of Bid Opening will not in itself excuse a Bidder's failure to meet participation goals. It is incumbent upon the Bidder to demonstrate that MWBE/LDB firms were not rejected as unqualified without a thorough and documented investigation of their capabilities and capacity.
- 27.2 Additional information on meeting good faith efforts can be found by going to www.orlandoairports.net/small business, or from the Authority's Office of Small Business Development by calling 407-825-7133 or 407-825-7171.

28. INSURANCE:

The Bidder to whom the Notice of Intent to Award is given shall provide a signed Certificate of Insurance such as the form on Page C-11. The Certificate of Insurance shall evidence the insurance coverages required by the Authority pursuant to Section 5.7 of the General Conditions and shall be filed with Authority within ten (10) business days of the date of the Notice of Intent to Award. The Contractor shall provide the Authority with at least thirty (30) days prior written notice of any cancellation or modification or the limits thereunder decreased in Contractor's required insurance coverage.

29. BID ERRORS:

In the case of a Bidder's error in the extension or addition of Bid prices, the unit prices will govern. Bids having erasures or corrections should be initialed in ink.

INSTRUCTIONS TO BIDDERS (Continued)

30. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT:

The Bidder certifies that all materials, equipment, chemicals, etc. contained in its Bid or otherwise to be provided or used by the Bidder in its performance of the Contract work, and including any replacements or substitutions therefore, shall meet all EPA and OSHA requirements.

31. PERFORMANCE STANDARD:

The standards by which the Contractor's performance will be evaluated are set forth in the General Conditions (Pages GC-1 to GC-27) and Specifications (Pages S-1 to S-29, and Attachments A to M). The successful Bidder's failure to meet these standards, after receipt of written notice to correct such deficiencies, may in addition to Authority's other remedies, in the Authority's sole discretion, result in a termination of the Contract for cause pursuant to the termination provisions of Section 9 of the General Conditions.

32. NO BIDS:

In the event a potential Bidder elects not to submit a Bid, such potential Bidder should respond by completing and returning the "No Response to Invitation for Bids" form, Page BF-9, advising Authority of the reason for not submitting a Bid.

33. EVALUATION CRITERIA OF BID:

Award, if made, will be to the responsible and responsive Bidder submitting the low Bid. The responsible and responsive Bidder submitting a Bid having the lowest "Total Three (3) Year Bid Price" on Page BF-3 shall be deemed to have submitted the low Bid. Bid tabulations shall be presented to the Authority's Concessions/Procurement Committee, to the Greater Orlando Aviation Authority Board or its designee, or to the Authority's Chief Executive Officer as may be applicable. All parties desiring information regarding the award of the Contract may visit AirportLink's website at http://AirportLink.perfect.com.

34. PUBLIC RECORDS/PUBLIC MEETINGS:

Please be aware that all meetings of the Authority's Board are duly noticed public meetings and all documents submitted to the Authority as a part of or in connection with a Bid will constitute public records under Florida law regardless of any person's claim that proprietary or trade secret information is contained therein. The provisions of Section 14 of the General Conditions shall apply to all Bidders. In the event that a Bidder desires to address the Authority's Board, please note that the Board has adopted "Guidelines for Presentations Before the Greater Orlando Aviation Authority," which are available upon request from the Director of Board Services.

* * * * * * END OF INSTRUCTIONS TO BIDDERS * * * * * *

BID FORM GREATER ORLANDO AVIATION AUTHORITY PURCHASING BID 15-19 SHUTTLE BUS MANAGEMENT SERVICES

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

Orlando,	Florida 32827-4338		
	Submitted by	SP+ Transportation, an operating d SP Plus Corporation	ivision of
		Name of Bidder	
Address:	1301 East Ninth Street, Suite 10	<u> </u>	
	Cleveland, Ohio 44114		
·			
	Federal Employer I.D. No.	16-1171179	
	Business Telephone No.	216-802-6651	
	Business Fax No.	216-523-8080	·
	After Business Hours Telephone No.	216-410-3769	
	E-Mail Address	rreiser@spplus.com	
	By:	1 - HAZ	
		Signature	
		Robert Reiser, Senior Vice President, East	st Airports
	·	Name and Title (Typed or Printed	d)
	Date:	January 15, 2019	·

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

The Bidder further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place(s) where the work is to be done; that it has examined the Contract Documents and has read all Addenda furnished by the Authority prior to the opening of the Bids, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Bidder agrees, if this Bid is accepted, to enter into the written Contract with the Authority in the form of Contract attached (properly completed in accordance with said Bid Documents), to provide all labor, supervision, materials, supplies, equipment, tools, and all other items necessary or proper for, or incidental to, performing operation and management services for the Authority's shuttle buses used at Orlando International Airport ("OIA") in accordance with the Specification covered by this Bid and the Contract Documents for Purchasing Bid 15-19, Shuttle Bus Management Services, at Orlando International Airport, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Bidder further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Bidder acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said Contract provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the Contract (or such earlier time as may be stated elsewhere in these Bid Documents), the Bid award may be offered by the Authority to the next ranked Bidder, or the Authority may readvertise for Bids, and in either case the Authority shall have the right to recover from the Bidder the Authority's costs and damages including, without limitation, attorney's fees, to the same extent that Authority could recover its costs and expenses from the Bidder under Section 10 of the Instructions to Bidders if the Bidder withdrew or attempted to withdraw its Bid.

The Bidder further agrees, if it fails to complete the work according to the Specifications within the scheduled time or any authorized extension thereof, that damages may be deducted from the Contract price payable to the Bidder.

Acknowledgment is hereby made of the following Addenda (identified by number) received since issuance of the Contract Documents:

ADDENDUM NO.	DATE	ADDENDUM NO.	DATE	ADDENDUM NO.	DATE
1	1/9/19	4	1/16/19	· · · · · · · · · · · · · · · · · · ·	·
2	1/11/19	<i>:</i>		· -	
3	1/16/19				

It will be the responsibility of the Bidder to contact AirportLink at (866) 889-8533 or by visiting AirportLink's web site at http://AirportLink.perfect.com or by visiting the Authority Purchasing Department's web site at www.orlandoairports.net/purchasing prior to submitting a Bid to ascertain Addenda, if any, that may have been issued, to obtain all such Addenda and return such Addenda (or portions of Addenda as may be applicable) with the Bid. If you received this solicitation document from any source other than AirportLink (WebProcure), please promptly register your interest in this solicitation with AirportLink.

The Bidder agrees to provide all labor, supervision, materials, supplies, equipment, tools, and all other items necessary or proper for, or incidental to, performing operation and management services for the Authority's shuttle buses used at OIA as described in the Contract Documents, including, but not limited to, the cost of bonds and the specified insurance coverage for the following:

SHUTTLE BUS MANAGEMENT SERVICES

TOTAL THREE (3) YEAR BID PRICE:

Nineteen Million Three Hundred Fifty Nine Thousand Seven Hundred Sixty Four Dollars

\$ 19,359,764.00

(Print Dollar Amount)

Note: The figure shown above should match the figure shown on Page BF-16 as the "Total Three (3) Year Bid Price."

BIDDER: division of SP Plus Corporation Not applicable Attached is a cashier's/teller's check drawn on the Bank of , or a Bid Bond on a form acceptable to the Authority for the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) according to the requirements of the Instructions to Bidders, which check or Bid Bond is subject to the conditions and provisions thereof. (If Bidder is a Sole Proprietorship sign on the line below) Company Name (if any) (SEAL) Company Owner's (Bidder's) Signature Company Owner's Name Printed or Typed (If Bidder is a Partnership, fill in name of the partnership, followed below by the signature of the general partner signing.) (SEAL) Partnership Name BY: (SEAL) General Partner's Signature General Partner's Name Printed or Typed

The following information may be provided by a Bidder with this Bid, but must be provided to the Authority at any time upon the request of the Authority: The name and business address of all principals and partners if a partnership (if a limited partnership, information for general partner only, along with the name of the limited partnership's home state).

Bidders are hereby notified that the Greater Orlando Aviation Authority is a public agency and, as such, is subject to Chapter 119, *Florida Statutes*, regarding the disclosure of public records. Pursuant to Section 119.071(1)(b)2., *Florida Statutes*, sealed bids received by the Authority pursuant to invitation for bids, are exempt from public disclosure only for the thirty (30) day period following the bid opening and as otherwise provided in Section 119.071. Once the thirty (30) day period has passed, all bids received by the Authority shall be made available to the public for inspection and copying in accordance with Chapter 119, *Florida Statutes*. Once bids are opened, they may not be revoked, even during such thirty (30) day period. Any language in a bid attempting to keep all or part of such bid confidential is of no force and effect and will be disregarded as contrary to Florida law.

NOTE: Bidders must sign in the proper capacity on either Page BF-4 or BF-5 as applicable.

SP+ Transportation, an operating

(If Bidder is a Corporation or Other State-Chartered Business Entity, fill in the name of the corporation or entity, followed by the signature of the authorized officer or agent signing, followed by his title.)

(Affix Corporate Seal)

SP+ Transportation, an operating division of SP Plus Corporation
(Name of Corporation or other business entity)

BY:
(Signature of Authorized Officer)

Its: Senior Vice President, East Airports
(Title)

Robert Reiser
Officer's Name Printed or Typed

ATTEST:

The Bidder is a corporation or other state-chartered business entity organized under the laws of the State of Delaware _____, and authorized by law to make this Bid and perform all work and furnish materials and equipment required under the Contract Documents. If Bidder is a foreign corporation or other business entity, the corporation or entity _____ is (or) _____ is not, registered with the Secretary of State of the State of Florida. Foreign corporations or other foreign state-chartered business entities must have a Florida registered agent and must provide a copy of their Florida registration or application as a condition to entering into a Contract with the Authority. A Certificate of Good Standing from the State of Florida for SP Plus Corporation is attached.

Assistant Secretary/James C. Burdett

The following information may be provided by a Bidder with this Bid, but must be provided to the Authority at any time upon the request of the Authority: the full names and business addresses of each officer, director and holder of 10% or more of the corporation's or entity's outstanding stock, including the corporate office or title of all individuals listed.

A listing of the officers, directors and stockholders of SP Plus Corporation is attached. Bidders are hereby notified that the Greater Orlando Aviation Authority is a public agency and, as such, is subject to Chapter 119, Florida Statutes, regarding the disclosure of public records. Pursuant to Section 119.071(1)(b)2., Florida Statutes, sealed bids received by the Authority pursuant to invitation for bids, are exempt from public disclosure only for the thirty (30) day period following the bid opening and as otherwise provided in Section 119.071. Once the thirty (30) dey period has passed, all bids received by the Authority shall be made available to the public for inspection and copying in accordance with Chapter 119, Florida Statutes. Once bids are opened, they may not be revoked, even during such thirty (30) day period. Any language in a bid attempting to keep all or part of such bid confidential is of no force and effect and will be disregarded as contrary to Florida law.

NOTE: Bidders must sign in the proper capacity on either Page BF-4 or BF-5 as applicable.

State of Florida Department of State

I certify from the records of this office that SP PLUS CORPORATION is a Delaware corporation authorized to transact business in the State of Florida, qualified on February 8, 1982.

The document number of this corporation is 851793.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on April 25, 2018, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of January, 2019



Ken Differen Secretary of State

Tracking Number: CU6384261458

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

BIDDER:	SP+ Corporation	
_		 _

BID BOND

	KNOW.	ALL	MEN	. BY	THESE	PRES	ENTS;	that	we,	the	unde	rsigned
	SP+ C	orporati	on				-				_as Pi	rincipal,
anc	Berkley	/ Insurar	nce Compa	ny		· · · · · · · · · · · ·	1.				, as	Surety,
are	held and	f firmly	y bound	unto	the Great	er Orla	ndo Av	iation	Author	ity, her	einafte	r called
"Aı	ithority",	in th	e penal	sụm	equal to	One	Hundre	d Tho	usand	and N	lo/100	Dollars
<u>(\$1</u>	00,000.0	<u>0)</u> for	the pay	ment (of which,	well an	d truly	to be	made v	we here	eby join	itly and
sev	erally bind	dourse	lves, suc	cesso	rs and ass	igns.				1		
					•		:			: .	: 1	
SIG	NED THIS	8th	DA	Y OF	January		<u> </u>	2019			. f	
				4								

The condition of the above obligation is such that whereas the Principal has submitted to the Authority a certain Bid, attached hereto and made a part hereof, to enter into a Contract in writing for Purchasing Bid 15-19, Shuttle Bus Management Services, at Orlando International Airport which, together with the Invitation for Bids, Instruction to Bidders, General Conditions, Contract, and Technical Specifications constitute the "Contract Documents."

NOW THEREFORE,

- (a) if said Bid shall be rejected; or
- (b) if ninety (90) days shall expire from the time and date fixed for the opening of Bids before Notice of Intent to Award the Contract is given to Principal; or
- (c) if said Bid shall be accepted and the Principal shall timely execute and deliver a Contract in the Form of Contract included in the Contract Documents (properly completed in accordance with said Bid), and shall timely furnish the insurance certificates, a copy of a valid business or occupational license, and the Performance and/or Payment Bonds in accordance with the requirements of the said Purchasing Bid;

then this obligation shall be void, otherwise the Authority shall be entitled to payment of the full amount of the penal sum of this obligation, as liquidated damages and not as a penalty; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall not, except as otherwise expressly provided below, exceed the penal sum of this obligation as herein stated.

In the event the Surety fails to fulfill its obligations under this Bid Bond, then the Surety shall also indemnify and save the Authority harmless from any and all loss, damage, cost and expense, including without limitation, reasonable attorneys' fees, paralegal and expert witness fees, and the cost of investigation and discovery, for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder or in connection therewith. This paragraph shall survive the termination or cancellation of this Bid Bond. The obligations set forth in this paragraph shall not be limited by the penal sum of this Bond.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Authority may accept such Bid and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Princip and such of them as are corporations h these presents to be signed by their pro-	ave caused th	eir corporate seals t	o be hereto affixed	
SIGNED SEALED AND DELIVERED IN PRESENCE OF:	·		1	1
		2+ Corporation		1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
FLAN W. Dunteman - 19516 AND ASST	BY:	parture and Title)	Vice frestolm	s rgsend
Anesce There) Be	erkièy Insurance Compa	i . 	
Aaron Griffin, Witness	Sur BY:	Jan	Winst	
	San	gnature and Title) dra M. Winsted, Attorney '5 Steamboat Road	∕-in-Fact	
	<u> </u>	ireenwich, CT 06830		*. ••
Tele	phone No.:9	73-775-5247	_ 	:
	Fax No.:	N/A		

BIDDER: SP+ Corporation

(Countersignature by Florida Licensed Agent)

Note: If Principal or Surety are corporations, the respective corporate seals should be affixed.

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

E-Mail Address: acantu@berkleysurety.com

IMPORTANT: Surety companies executing Bid Bonds must be authorized to transact insurance business in the State of Florida.

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS COUNTY OF COOK

On this 8th day of January, 2019 before me, Samantha Chierici, a Notary Public, within and for said County and State, personally appeared Sandra M. Winsted to me personally known to be the Attorney-in-Fact of and for Berkley Insurance Company and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois County of Cook

OFFICIAL SEAL SAMANTHA CHIERICI NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 08/06/2021

POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Sandra M. Winsted; Susan A. Weish; Christopher P. Troha; Micheile D. Krebs; Judith A. Lucky-Eftlmov; Christina L. Sandoval; Derek J. Elston; Sandra M. Nowak; Aerie Walton: Ann Mullins: or Bartlomiel Sleplerski of Aon Risk Services Central, Inc. of Chicago, IL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this /4 day of . 2018. Berkley Insurance Company

(Seal)

Ira S. Lederman

Executive Vice President & Secretary

By

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD

Sworn to before me, a Notary Public in the State of Connecticut, this ${\it 17}$ day of 2018, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President, and

Jeffrey M. Hafter who are sworn to me to be the MARIAC RUNDBAKEN ROTARY PUBLIC CONNECTICUT NOTARY PUBLIC CONNECTICUT NOTAR Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this

Vincent P. Forte

(Seal)

CERTIFICATE AS TO CORPORATE PRINCIPAL

	Assistant	
1,James C. Burdett,	certify that I am the Secretary of the Corp	oration named as
Principal in the foregoing Bid bon	d; that Timothy S. Nickerson	_ who signed the
said bond on behalf of the princip	al was then Vice President - Risk Management of	f said Corporation
and was authorized by the Corpo	pration to sign the bond on its behalf, that	I know (his, her)
signature and (his, her) signature t	hereto is genuine, and that said bond was d	uly signed, sealed
and attested for and in behalf of s	aid corporation by authority of its governing	pody.

(Corporate Seal)

Secretary

CONTRACT REFERENCES

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

1. COMPANY NAME:	PORTLAND INTERNATIONAL AIRPORT
ADDRESS:	Port of Portland
	7200 NE Airport Way, Portland, OR 97218
CONTACT PERSON:	Steve Koester
PHONE NO.:	503-460-4125
EMAIL ADDRESS:	steven.koester@portofportland.com
2. COMPANY NAME:	SAN DIEGO INTERNATIONAL AIRPORT
ADDRESS:	San Diego County Regional Airport Authority
	PO Box 82776, San Diego, CA 92138
CONTACT PERSON:	Marc Nichols
PHONE NO.:	619-400-2824
EMAIL ADDRESS:	mnichols@san.org
in the state of th	 The state of the s
3. COMPANY NAME:	DALLAS-FORT WORTH INTERNATIONAL AIRPORT
ADDRESS:	2400 Aviation Drive
1 .	DFW Airport, TX 75261
CONTACT PERSON:	Allen Correy
PHONE NO.:	972-973-4854
EMAIL ADDRESS:	acorrey@dfwairport.com

CONTRACT REFERENCES ((CONT'D))

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

4. 💥	COMPANY NAME:	SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
	ADDRESS:	Lee County Port Authority
		11000 Terminal Access Road, Suite 8671, Ft. Myers, FL 33913
	CONTACT PERSON:	Al Gulamali, AAE
	PHONE NO.:	239-590-4720
	EMAIL ADDRESS:	angulamali@flylcpa.com
5. % .	COMPANY NAME:	SALT LAKE CITY INTERNATIONAL AIRPORT
. :	ADDRESS:	Salt Lake City Department of Airports
		776 N. Terminal Drive, Salt Lake City, UT 84116
	CONTACT PERSON:	Cary Burnett
	PHONE NO.:	801-575-2530
	EMAIL ADDRESS:	cary.burnett@slcgov.com

SEE ATTACHED PAGE FOR SP+ TRANSPORTATION SHUTTLE LOCATIONS

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

[THIS PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder shall complete, sign and include in its Bid this Certification of Non-Segregated Facilities. Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Bidder certifies further that it will not maintain or provide for its employees segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Bidder agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit direction or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or any other reason. Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time period) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding Ten Thousand Dollars (\$10,000.00) which are not exempt from the provisions of the equal opportunity clause, and that it will retain such certifications in its files.

SP+ Transportation, an operating division of SP Plus Corporation

(Name of Bidder)

(Signature)

v: 1 H H

Robert Reiser, Senior Vice President,

Title: East Airports

Date: January 15, 2019

NO RESPONSE

TO

INVITATION FOR BIDS

NOT APPLICABLE

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

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

We have received Invitation for Bids, <u>Purchasing Bid 15-19</u>, <u>Shuttle Bus Management Services</u>, <u>for Orlando International Airport</u>, <u>opening at 3:00 p.m.</u>, <u>January 17</u>, <u>2019</u>, at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338.

Our firm	n's reason fo	r not submitt	ting a Bid is:		
11			•		
		.11			··
٠					****
			Company Name		•
		Ву:		· · · · · · · · · · · · · · · · · · ·	
		lts:			
			Name & Title, Tyned or Printed	•	

BID PRICES

SHUTTLE BUS MANAGEMENT SERVICES

YEAR 1

	DESCRIPTION				EXTENSION		
Α.	Management Fee*			\$	1,620,102.00		
В.	Reimbursable Payroll as (Not to Exceed Amoun	_ · · · ·	**	. :"	\$4,652,900.00		
C.	Leased or Owned Bus	\$ 103,40 X (Hourly Rate)	(Estimated	\$	77,550.00		
		TOTAL YEAR	Hours***)	\$	6,350,552.00		
:	. 1.			(Enter He	ere and on Page BF-13)		

- * Management Fee shall include all costs as outlined in General Conditions, Section 2.3, Page GC-2.
- Reimbursable Payroll and Operating Expense shall include all costs as outlined in General Conditions, Section 2.4, Pages GC-3 and GC-4. Contractor's aggregate annual invoices shall not exceed the total as stated above for Year 1. It is estimated that an average of 110 reimbursable positions will be needed for the performance of this Contract. The Authority believes that this estimate fairly describes the scope of work under ordinary circumstances; however, the number of actual employees may range between 100 and 120 as actual conditions may cause the number of employees to be adjusted accordingly. The Authority shall only reimburse for the positions requested and approved by the Authority and satisfactorily provided by the Contractor.
- *** Hours have been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the number of hours to differ from the estimates. The Authority has no obligation to request any number of hours or to require the use of any number of hours. Bids will be evaluated based on the Total Three (3) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the hourly rates provided in the successful Bidder's Bid for the hours actually requested by the Authority and satisfactorily provided by the Contractor.

YEAR 2

	DESCRIPTION		EXTENSION
Α.	Management Fee*	\$	1,570,909.00
В.	Reimbursable Payroll and Operating Expense ** (Not to Exceed Amount)	,**.	<u>\$4,769,300.00</u>
C.	Leased or Owned Bus \$ 106.50 X 750 (Hourly Rate) (Estimated Hours***)	\$	79,875.00
	TOTAL YEAR 2 BID PRICE	\$ (Enter H	6,420,084.00 lere and on Page BF-13)

- * Management Fee shall include all costs as outlined in General Conditions, Section 2.3, Page GC-2.
- ** Reimbursable Payroll and Operating Expense shall include all costs as outlined in General Conditions, Section 2.4, Pages GC-3 and GC-4. Contractor's aggregate annual invoices shall not exceed the total as stated above for Year 2. It is estimated that an average of 110 reimbursable positions will be needed for the performance of this Contract. The Authority believes that this estimate fairly describes the scope of work under ordinary circumstances; however, the number of actual employees may range between 100 and 120 as actual conditions may cause the number of employees to be adjusted accordingly. The Authority shall only reimburse for the positions requested and approved by the Authority and satisfactorily provided by the Contractor.
- Hours have been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the number of hours to differ from the estimates. The Authority has no obligation to request any number of hours or to require the use of any number of hours. Bids will be evaluated based on the Total Three (3) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the hourly rates provided in the successful Bidder's Bid for the hours actually requested by the Authority and satisfactorily provided by the Contractor.

YEAR 3

	DESCRIPTION		EXTENSION
Α.	Management Fee*	\$	1,618,353.00
B.	Reimbursable Payroll and Operating Expense ** (Not to Exceed Amount)		\$4,888,500.00
C.	Leased or Owned Bus \$ 109.70 X 750 (Hourly Rate) (Estimated Hours***)	\$	82,275.00
	TOTAL YEAR 3 BID PRICE	\$_ (Enter	6,589,128.00 Here and on Page BF-13)

- * Management Fee shall include all costs as outlined in General Conditions, Section 2.3, Page GC-2.
- ** Reimbursable Payroll and Operating Expense shall include all costs as outlined in General Conditions, Section 2.4, Pages GC-3 and GC-4. Contractor's aggregate annual invoices shall not exceed the total as stated above for Year 3. It is estimated that an average of 110 reimbursable positions will be needed for the performance of this Contract. The Authority believes that this estimate fairly describes the scope of work under ordinary circumstances; however, the number of actual employees may range between 100 and 120 as actual conditions may cause the number of employees to be adjusted accordingly. The Authority shall only reimburse for the positions requested and approved by the Authority and satisfactorily provided by the Contractor.
- *** Hours have been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the number of hours to differ from the estimates. The Authority has no obligation to request any number of hours or to require the use of any number of hours. Bids will be evaluated based on the Total Three (3) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the hourly rates provided in the successful Bidder's Bid for the hours actually requested by the Authority and satisfactorily provided by the Contractor.

BID PRICE SUMMARY

SHUTTLE BUS MANAGEMENT SERVICES

BID PRICES	ANNUAL PRICES
TOTAL YEAR 1 BID PRICE: \$	6,350,552.00
TOTAL YEAR 2 BID PRICE: \$	6,420,084.00
TOTAL YEAR 3 BID PRICE: \$	6,589,128.00
TOTAL 3 YEAR BID PRICE; \$	19,359,764.00
	(Enter Total Here and on Page BF-3)

LETTER OF INTENT/AFFIRMATION

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

Bidder:	Name	SP+	Transportatio	on, an operating	division of SP	Plus C	огроration	· · · · · · · · · · · · · · · · · · ·
	Address	1301	East Ninth S	treet, Suite 105	0			
·	City	Clev	eland		State_OH	Zip_	44114	
MWBE Firm:	Name	Soul	heast Airport	Services, Inc.		· · · · · · · · · · · · · · · · · · ·		
	Address_	581	2 South Sem	oran Boulevard				· · · · · · · · · · · · · · · · · · ·
	City	Orla	ndo		State_FL	Zip_	32822	
MWBE Contac	ct Person's	Nam	e: Gerald N	Montgomery	Pho	ne (40	7.) 420-86	33
MWBE Classif Americans, NA MWBE Certific Each N	= <i>Native Ar</i> cation Age	nerica. ncy: _	ns, WBE=Wa	omen Business i	Enterprise): Expir	BA ation l	Date 10/1	
Work Ite	ems to be			cription	Quanti			otal
Performed b Staffing / shuttle							\$ 3,29	
							3,23	17100
							 	
					:			
The estimated	MWBE Pa	rticipa	ation is as fo	ollows:	*.* *.*			: :
MWBE Contrac	ct: \$ <u>3,2</u>	91,1	60		Percent of T	otal Bi	id:17.	0%
AFFIRMATION	:	1		:		."		
The above-namabove for the e	ned MWBE estimated	Firm dollar	affirms that value as sta	it will perform	the portion o	of the (Contract a	s describe
By: Herald (MWBE Fir	Mintzo	ney	7 .		Montgomery, ent/CEO	. •J	January	15,2019
(MWBE Fir	m's Autho	oriz#d´	Signature)		(Title)		(Date)	
The Bidder affi	rms it is c	ommi	tted to utiliz	ing the above	named LDR I	Firm fo	r the port	ion of the
Contract as de	scribed ab	ove fo	or the estima	ated dollar valu	ie as stated.		u ine hour	·
		•			eiser, Senior Vic	ce		
3y:	-1-100/-				t, East Airports	J	anuary	15,2019
(Bidder's A	uthorized	Signa	ture)		(Title)		(Date)	
n the event the	Bidder do	es no	t receive aw	ard of the prim	e Contract. a	nv and	i all renres	entations

in this Letter of Intent/Affirmation shall be null and void.

LETTER OF INTENT/AFFIRMATION

Local Developing Business (LDB)
(This page shall be submitted for each LDB Firm)

Bidder:	NameSP-	Transportation, an op	erating division	on of SP Plus	Corporation				
	Address 1301 East Ninth Street, Suite 1050								
	CityCle	veland	State	e <u>OH</u> Zi _l	p 44114	-			
LDB Firm:	NameSoi	utheast Airport Service	s, Inc.						
	Address 58	12 South Semoran Bo	ulevard						
	City Ort	ando	State	State FL Zip 32822					
LDB Contact i	Person's Name:	Gerald Montgomery	·	Phone (4	107) 420-8633	3			
LDB Certificat	ion Agency: O	tando International Air	port	Expiration	Date 10/17/	21			
1 '	ems to be by LDB Firm	Description		Quantity	Tot	al			
Staffing / shuttle bus operations				***************************************	\$ 329	,116			
- William III - Waller		, <u>, , , , , , , , , , , , , , , , , , </u>			8				
		A Committee of the Comm		: :					
· · · · · · · · · · · · · · · · · · ·					:				
The estimated	LDB Participation	on is as follows:		: 1					
LDB Contract:	\$329,11	6	Perce	ent of Total	Bid: 1.7	%			
AFFIRMATION	i dec								
		ffirms that it will per value as stated.	form the po	ortion of the	Contract as	describe			
By: Build	Mund your	7	Gerald Monto	O J	anuary 15	,2019			
(FDR Film)	s Authorized S	gnature)	(Title)		(Date)				
		tted to utilizing the or the estimated doll			for the portion	n of the			
By: 1 4	1		Robert Reiser, President Fast	Senior Vice	anuarv 15	.2019			
	Authorized Signa	ature)	(Title)	recome	anuary 15 (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@goas.org)

••••••	· <u></u>	10	(Number	and Name)	<u> </u>	· <u> </u>	<u> </u>
	:				Current Year		Previous Years
			: 1	(A)	(B)	(C)	Totals (D)
			•	Current	Previous	Cumulative	
PAYMENTS		y de la companya de l		Payment	Previous Payments	Payments	Amount
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			.*	(E)(A)	M. A.B. Y	3-30-(G)	(H)
MWBE SUBCO)NTR <i>F</i>	CTOR/VE	NDOR	Current \	Rievious	Cumulative	Amount
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			TOTALS		<u> </u>		
Summary			. · · · · · · · · · · · · · · · · · · ·				
Original Prime Contract Total:	\$		Original Sub Contract Total:	\$		Contract Goal:	
Amendment(s) Approved:	\$		Amendment(s) Approved:	\$	Cumulative	Goal Achieved:	C
Revised Prime Contract	\$		Revised Sub Contract Total:	\$			(Sum of totals G and H / Sum of totals C and D)
Total:							
<u> </u>			<u> </u>				
Remarks:		:					
				•			

MONTH	ENDING:			

GREATER ORLANDO AVIATION AUTHORITY

LDB DISBURSEMENT FORM

(To Be Submitted with EACH Invoice and Faxed to (407) 825-3004 or E-Mailed to DForms@goaa.org)

CONTRACT: B15-19 Shuttle Bus Management Services

		(Number	and Name)		·	
	:			Current Year		Previous Years Totals
•			(A)	(B)	(C)	(D)
PAYMENTS			Current	Previous	Cumulative	Amount
PATIVIENTS	<u> </u>		Payment	Payments	Payments	Amount
	Prime Con	tractor Payment			459	
	Po	ercent Achieved				
	•	:	(Total Col E / Total Col A)	(Total Col F / Total Col B)	(Total Colles / Total Col C)	(Total Col H / Total Col D)
		-1		Wolfrent Vear		Previous Years
		•		Control Teach		Totals
			(E)	A AP V	∖ g*′(G)	(H)
LDB SUBCON	TRACTOR/VEND	OR	Current Payment	Previous Payments	Cumulative Payments	Amount
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. :	- 12 E		\$4.			
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	N medi			<u></u>		
·		TOTALS		<u> </u>	<u> </u>	
Summary			. *	*. *		
Original Prime Contract Total:	\$	Original Sub Contract Total:	\$		Contract Goal:	
Amendment(s) Approved:	\$	Amendment(s) Approved:	\$	Cumulative	Goal Achieved:	(Sum of totals G
Revised Prime Contract Total:	\$	Revised Sub Contract Total:	\$			and H / Sum of totals C and D)
Remarks:			· · · · · · · · · · · · · · · · · ·		<u> </u>	<u>. </u>

BIDDER:

* END OF BID FORM

CONTRACT

THIS AGREEMENT made and entered into effective as of the ____ day of ______, 2019, by and between the GREATER ORLANDO AVIATION AUTHORITY, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called Authority, and SP PLUS CORPORATION D/B/A SP PLUS TRANSPORTATION, hereinafter called Contractor.

The term of the Contract shall be, and hereby is for a period of three (3) years, and ten (10) days commencing as of April 20, 2019 and expiring April 30, 2022. The extra ten (10) days shall be used to provide driver training at no additional cost to the Authority. Operations of Shuttle Bus Management Services shall commence on May 1, 2019.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Authority, hereby covenants and agrees to furnish all labor, supervision, materials, supplies, equipment, tools, and all other items necessary or proper for, or incidental to, performing its obligations under Purchasing Bid 15-19, Shuttle Bus Management Services, at the Orlando International Airport, in accordance with the Contract Documents which consist of the Contract, Bid Forms, the Instructions to Bidders, any Addenda issued prior to the execution of the Contract, the General Conditions, the Specifications, and the Invitation for Bids, each of which are incorporated herein by this reference.

If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of the Contract Documents, then the Authority may avail itself of any or all remedies provided in the Contract Documents, or which are otherwise available by applicable law or in equity, and shall have the right and power to proceed in accordance with the provisions thereof.

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

It is also agreed and understood that the acceptance of the last payment pursuant to Section 2 of the General Conditions for work performed hereunder by the Contractor shall be considered as a release in full of all claims against Authority and its members, officers, agents and employees arising out of, or by reason of, the Contract obligations or work.

In consideration of the Contractor's obligations set forth in the Contract Documents, Authority agrees to pay to the Contractor upon satisfactory completion of such obligations, and subject to the contract provisions of Section 2 of the General Conditions, compensation as set forth in Section 2 of the General Conditions, subject to such additions and deductions as may be provided in the Contract Documents and any duly approved and executed amendments thereto.

(Sign this page if the Contractor is a Sole Proprietorship or a Partnership)

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

	"AUTHORITY"
[Official Seal]	GREATER ORLANDO AVIATION AUTHORITY
	Ву:
	lts:
	Attest:
	Secretary
WITNESSED BY:	"CONTRACTOR"
	SP PLUS CORPORATION D/B/A SP PLUS TRANSPORTATION
	By:(Seal) (Signature of Owner or General Partner)
	tts:
	Name of Owner or General Partner Printed or Typed

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

IN WITNESS WHEREOF, the said GREATER ORLANDO AVIATION AUTHORITY has caused this Contract to be executed in its name by its Chairman, Vice Chairman, or Chief Executive Officer, attested by its Secretary or Assistant Secretary, and the said Contractor has caused this Contract to be executed in its name by $\underline{Jack Richiuto}$, its $\underline{Exectitive Vice President Approximate attested by <math>\underline{Janes \ C. \ Burdett}$, its $\underline{A \leq s + t}$. Secretary, and has caused the seal of said corporation or other business entity to be hereunto attached, all as of the day and year first above written.

"AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

[Official Seal]

Phillip N. Brown, A.A.E.

Chief Executive Officer

Attest:

Approved as to Form and Legality this day of ______, 20_____

NELSON MULLINS BROAD AND CASSEL

Greater Orlando Aviation Authority

"CONTRACTOR"

SP PLUS CORPORATION D/B/A SP PLUS TRANSPORTATION

[Corporate Seal]

(Signature of Officer)

15: Executive Vice President Airport

(Title)

Name of Officer Printed or Typed

Attest:

. Secretar

Bond No.: 0218650

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS that SP Plus Co	orporation
	hereinafter called Principal, and
Berkley Insurance Company	à a
corporation organized under the laws of the State of <u>Delaware</u> do business in the State of Florida, hereinafter called Surety, as	and ilcensed to
Greater Orlando Aviation Authority, hereinafter called Authority	, in the Penal Sum of Two Million
Dollars (\$2,000,000.00), for the payment of which sum we	II and truly made, Principal and
Surety bind ourselves, our heirs, personal representatives, suc severally, firmly by these presents.	ocessors and assigns, jointly and

WHEREAS, Principal has by written agreement entered into a Contract with Authority for Purchasing Bid 15-19, Shuttle Bus Management Services, at Orlando International Airport, in accordance with the Contract Documents which are incorporated therein by reference and made a part thereof, and which collectively are herein referred to as the Contract.

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

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

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

In the event that the Principal shall fail to perform any of the terms, covenants or conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Authority for all such loss or damage (including, but not limited to, all reasonable attorneys' fees and other legal and court costs) resulting from or in connection with any failure to perform up to the amount of the Penal Sum.

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

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

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

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

their several seals on the <u>1st</u> day of <u>April</u> , 20 <u>19</u> , the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by it undersigned representative, pursuant to authority of its governing body. Signed, sealed and delivered in the presence of:	te ts
undersigned representative, pursuant to authority of its governing body. Signed, sealed and delivered	ts
Signed, sealed and delivered	
in the presence of:	
SP Plus Corporation	
Principal (Name of Contractor)	
11/1/	
Fritzifan By: (mall): /////	
Witness (Signature)	
heers the Steel Fresidence of Risk Manyonet	
Witness (Title)	
(Seal)	
Detter Leaves Co.	
Berkley Insurance Company Name of Surety	,
	;
Witness Aaron D. Griffin (Signature)	4
Lan Omer Its: Christina L. Sandoval, Attorney-in-Fact	
Witness Jean Torres (Title)	
Address: 475 Steamboat Road	
Greenwich, CT 06830	
Telephone No.: 203-542-3800	
Fax No.: 866-915-7872	
E-Mail Address: acantu@berkleysurety.com	

(Countersignature by Florida Licensed Agent) Claudette Alexander Hunt, FL Licensed Agent, License No. P134371

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.

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

OATH OF SECRETARY

GREATER ORLANDO AVIATION AUTHORITY

	I, <u>James C. Burdett</u> , certify that I am the Secretar corporation named as Principal in the foregoing Performance and/or Payment Bo	v of the
et i i i i i i i i i i i i i i i i i i i	corporation named as Principal in the foregoing Performance and/or Payment Bo	onds: that
	TIMOTHY NICKERSON who signed the said Bond(s) on behalf of the Principal	was then
	VP of RISK MANAGEMENT of said corporation and was authorized by the corporation t	o sign the
	Bond(s) on its behalf; that I know (his, her) signature, and (his, her) signature thereto is	s genuine,
ماني هوليون د الدو أدور وليون ما أدار السينية مرمية	and that said Bonds was were duly signed, sealed and attested for and in beha corporation by authority of its governing body.	If of said

(Corporate Seal)

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

IRREVOCABLE STAND-BY LETTER OF CREDIT

	[Date]
IRREVOC	ABLE LETTER OF CREDIT NO
EXPIRY D	DATE:
AGGREG.	ATE AMOUNT: \$2,000,000.00
BENEFICI	ARY: Greater Orlando Aviation Authority One Jeff Fuqua Boulevard Orlando, FL 32827-4399
Dear Sir o	or Madam:
	f of[Company Name] npany"), we hereby issue this irrevocable stand-by letter of credit in your favor up to gate amount stated above, available by one or more sight drafts drawn by you on us.
Name] Irrand must incorpora Chief Exe	t hereunder must state "Drawn on
	Certification that the Company has failed to faithfully perform one or more of its obligations to the Authority under that certain <u>Contract 15-19</u> , <u>Shuttle Bus Management Services</u> , at Orlando International Airport, as such may be amended from time to time, by and between the Company and the Authority (the "Agreement"); and
В.	Certification of the amount of damages or expenses which, in his belief or determination, the Authority has suffered or incurred, or is likely to suffer or incur, as a result of such failure by the Company; or
C.	Certification (1) that the Company has failed to provide to the Authority an acceptable surety bond or stand-by letter of credit to replace this letter of credit, on or before the date the same was due under the terms of the Agreement in accordance with such terms, and (2) certification of the amount of the required replacement surety

bond or letter of credit.

Irrevocable Stand-by Letter of Credit Page 2

Additionally, each draft drawn hereunder shall be paid from the funds of [Bank Name]. If a drawing is made by you hereunder at or prior to 11:00 a.m., local time, on a business day, payment shall be made to you or to your designee of the amount specified at our branch where such drawing is made, in immediately available funds, not later than 3:00 p.m., such local time, on the same business day or such later time and business day as you may specify. If a drawing is made by you after 11:00 a.m., such local time, on a business day, payment shall be made to you or to your designee of the amount specified, in immediately available funds, not later than 3:00 p.m., such local time, on the next business day thereafter, or such later time and business day as you may specify.

This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Rev.), International Chamber of Commerce Publication No. 600, except that, notwithstanding the provisions of Article 36 thereof to the contrary, if this letter of credit would have otherwise expired by its terms during a period when our business has been interrupted by Acts of God or other causes beyond our control, our obligations hereunder shall continue for thirty (30) days following the date of our resumption of normal business operations. As to any matters that may not be governed by the Uniform Customs and Practice for Documentary Credits, this Letter of Credit shall be governed by and construed in accordance with the laws of the State of Florida, including without limitation the Uniform Commercial Code as in effect in the State of Florida.

We hereby engage with you that all drafts drawn hereunder in compliance with the terms of this credit will be duly honored upon presentation to us as provided herein.

	(Bank Name)	
By:		
_,·	(Signature)	
Address:		
·		
Telephone No.:		
Fax No.:	*****	
E-Mail Address:		

EXHIBIT A

GREATER ORLANDO AVIATION AUTHORITY STATEMENT FORM

To:		•						_[Bank	Name]		•	
Date:						_					•	
Re:					<u></u>			_[Com	pany Nam	e]		
Irrevoca	abl	e Lett	er of Cred	lit N	umber:							
			"Authorit	y"),	or the	duly au	xecutive C uthorized o either B o	designe	e of sam	e, herel		
	Α.						or more o	of its ob	ligations	to the A		ınder
		Interr		Airpo			huttle Bus etween th					
	В.	which	n the Aut	horit	y has suf	fered o	undersign r incurred als \$	or is lik	ely to suff	er or in	cur, as a r	
	C.	suret the te the	y bond or erms of th	stan ne Ag ed	id-by letto greement replace	er of cre in acce ement	le the Aut edit on or b ordance w bond	efore t ith sucl	he date th	e same nd that	was due u	ınder
Dated t	his		_day of _				, 20	·				·
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ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS COUNTY OF COOK

On this 1st day of April, 2019, before me, Samantha Chierici, a Notary Public, within and for said County and State, personally appeared Christina L. Sandoval to me personally known to be the Attorney-in-Fact of and for Berkley Insurance Company and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois County of Cook OFFICIAL SEAL SAMANTHA CHIERICI NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 06/06/2021

POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Sandra M. Winsted; Susan A. Welsh; Christopher P. Troha; Michelle D. Krebs; Judith A. Lucky-Eftimov; Christina L. Sandoval; Derek J. Elston; Sandra M. Nowak; Aerie Walton; Ann Mullins; or Bartlomiej Siepierski of Aon Risk Services Central, Inc. of Chicago, IL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its

corporate seal	hereunto affixed this May of	, 2018.
	Attest:	Berkley Insurance Company
(Seal)	Ву	By Jeffy to the
1	Ira S. Lederman Executive Vice President & Secretary	Jeffler M. Hafter Senior Vice President
WARNING	THIS POWER INVALID IF NOT PRINTED ON	DITTE "DEDICT EVE CECTIONES DANED

IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT) COUNTY OF FAIRFIELD

Sworn to before me, a Notary Public in the State of Connecticut, this $/\gamma$ august day of 2018, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President,

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTIGUT
COMMISSION EXPIRES
APRIL 30, 2019 respectively, of Berkley Insurance Company.

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this

Vincent P. Forte



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/01/2019

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:						
Aon Risk Services Central, Inc. Chicago IL Office	PHONE (A/C, No. Ext): (866) 283-7122 FAX (A/C, No.): 800-363-01	05					
200 East Randolph Chicago IL 60601 USA	E-MAIL ADDRESS:						
	INSURER(S) AFFORDING COVERAGE	NAIC#					
INSURED	INSURERA: XL Specialty Insurance Co	37885					
SP Plus Corporation	INSURER B: Greenwich Insurance Company	22322					
Standard Parking Corporation 200 E Randolph Street, Suite 7700	INSURER C: Navigators Insurance Co	42307					
Chicago IL 60601 USA	INSURER D: Commerce & Industry Ins Co	19410					
	INSURER E: Great American Insurance Company of NY	22136					
	INSURER F: Endurance American Insurance Company	10641					

COVERAGES

CERTIFICATE NUMBER: 570075775365

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, FAX: USIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE REFN REPLICED BY PAID CLAIMS

,		SIONS AND CONDITIONS OF SOCI						ilo. Limits sh	own are as requested
INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)			3
В	Х	COMMERCIAL GENERAL LIABILITY			RGE300120902	, ,	01/01/2020	ENON OCCURRENCE	\$3,000,000
c		CLAIMS-MADE X CCCUR			SIR applies per policy ter CH19EXRZ0055PIV		tions 01/01/2020	DAMAGE TO RENTED PRÉMISES (Es occurrence)	\$2,000,000
1	χÌ	Contractual Liability Included]	GLBuffer Limit \$1.25M/\$5M			MED EXP (Any one person)	Excluded
								PERSONAL & ADV INJURY	\$3,000,000
	GE	LAGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$15,000,000
		POLICY PROJUE X LOC						PRODUCTS - COMP/OP AGG	\$3,000,000
		OTHER:							
В	AUT	OMOBILE LIABILITY			RAD943782002 AOS	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
İ	x	ANY AUTO .						BODILY (NJURY (Perperson)	
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	
		AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	Х	GKLL \$5,000 SIR						Garagekeepers Limit	000,000,82
D	х	UMBRELLA LIAB X OCCUR			28295038	01/01/2019	01/01/2020	EACH OCCURRENCE	\$10,000,000
[EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$10,000,000
		DED X RETENTION \$25,000			-				
Α		RKERS COMPENSATION AND PLOYERS' LIABILITY			· ·	01/01/2019	01/01/2020	X PER STATUTE OTH-	
A	AN	PROPRIETOR / PARTNER / EXECUTIVE			AOS RWR300121102	01/01/2019	01 /01 /2020	E.L. EACH ACCIDENT	\$1,000,000
^	(Ma	ndatory in NH)	N/A		RETRO	01/01/2013	V1/ V1/ 4040	E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	If ye	es, describe under SCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	\$1,000,000
				\neg					
				Ī	· •				
						<u> </u>			

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

Location - 72955
Authority and the City and their members (including, without limitation, members of the Authority's Board and the City's
Authority and the City and their members (including, without limitation, members of the Authority's Board and the City's
Council and members of the citizens' advisory committees of each), officers, employees, and agents are included as Additional
Insured on the above referenced policies except Workers' Compensation. Insurance charges will include all applicable premiums
and costs, as well as retained exposure charges established by the Named Insured. 1/1/2019 - 1/1/2020 Crime & Excess Crime Policy #'s SAA50414480300 & SSC50414490300; \$5,000,000 occurrence. Crime coverage above provide first party coverage against
business-related crime such as robbery & burglary, employee dishonesty, forgery or alteration, computer fraud, guest property,

CER	TIF	ICAT	E H	OLE	DER
-----	-----	-------------	-----	-----	-----

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

Aon Risk Services Central Inc

The Greater Orlando Aviation Authority Attn: Chief Executive Officer Orlando International Airport One Jeff Fuqua Boulevard Orlando FL 32827-4399 USA AGENCY CUSTOMER ID: 570000025472

LOC#:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.	NAMED INSURED SP Plus Corporation	
POLICY NUMBER See Certificate Number: 570075775365		
CARRIER	NAIC CODE	`
See Certificate Number: 570075775365	,	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER G: The Continental Insurance Company	35289
INSURER H: ACE Property & Casualty Insurance Co.	20699
INSURER .	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	L	IMITS
	EXCESS LIABILITY							
G				6050611461 \$15M xs \$10M	01/01/2019	01/01/2020	Aggregate	\$15,000,000
Н				XCQG27921103004 \$25M Xs \$25M	01/01/2019	01/01/2020	Aggregate	\$25,000,000
G	· .			6075881892 \$10M po \$25m xs \$50M	01/01/2019	01/01/2020	Aggregate	\$25,000,000
С				CH19RXS920221IV \$15M po \$25m xs \$50M	01/01/2019	01/01/2020	Aggregate	\$25,000,000
E				EXC2275989 \$25M p/o \$50M x \$75M	01/01/2019	01/01/2020	Aggregate	\$50,000,000
F				XSC30000541301 \$25м р/о \$50м x \$75м	01/01/2019	01/01/2020	Aggregate	\$50,000,000
							Each Occurrence	\$50,000,000
								_
				·				

AGENCY CUSTOMER ID: 570000025472

LOC#:



ADDITIONAL REMARKS SCHEDULE

Page _ of .

ADDITIONAL INC.	
AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	SP Plus Corporation
POLICY NUMBER See Certificate Number: 570075775365	
CARRIER NAIC CODE	
See Certificate Number: 570075775365	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,		
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance		·
Additional Description of Operations / Locations / Vehicles:	£ .	
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2018 - 2019



Local Business Tax Receipt

(Formerly known as "Business License" changed per state law HB1269-2006)

Business Name SP PLUS CORPORATION 1301 E 9TH ST STE 1050 CLEVELAND, OH 44114

Business Owner SP PLUS CORPORATION

Business Location 8200 CASA VERDE RD ORLANDO, FL NOTICE-THIS TAX RECEIPT ONLY EVIDENCES
PAYMENT OF THE LOCAL BUSINESS TAX PURSUANT
TO CH.205, FLORIDA STATUTES. IT DOES NOT PERMIT
THE HOLDER TO OPERATE IN VIOLATION OF ANY CITY,
STATE, OR FEDERAL LAW. CITY PERMITTING MUST BE
NOTIFIED OF ANY MATERIAL CHANGE TO THE
INFORMATION FOUND HEREIN BELOW. THIS REGEIPT
DOES NOT CONSTITUTE AN ENDORSEMENT OR
APPROVAL OF THE HOLDER'S SKILL OR
COMPETENTCY.

Case Number: BUS-1014959

Issued Date: 04/05/2019

Expiration Date: 09/30/2019

Business type(s):

Description

Year

SERREP 4114 TRANSPORTATION SVC

2019



Local Business Tax Receipt City Hall, 400 South Orange Avenue, First Floor Post Office Box 4990 Orlando, Florida 32802-4990

Phone: 407.246.2204 Fax: 407.246.3420

Email: BusinessTax@cityoforlando.net

Prompt! Interactive Voice Response System: 407.246.4444 Visit our website: cityoforlando.net/permits

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

GENERAL CONDITIONS

1. SCOPE OF WORK:

This Contract will be to provide all labor, supervision, materials, supplies, equipment, tools, and all other items necessary or proper for, or incidental to, performing operation and management services for the Authority's shuttle buses used at Orlando International Airport ("OIA") in accordance with the Contract Documents. All work shall be performed in accordance with the Specification attached hereto.

2. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES:

- 2.1 The Authority shall pay the Contractor, subject to authorized deductions, and subject to the provisions of the following Sections 2.2, 2.3, and 2.4: the Management Fee; the Reimbursable Payroll and Operating Expenses; and the Leased or Owned Bus Hourly Rates; up to the amounts set forth on Pages BF-10 through BF-12 for the Shuttle Bus Management Services that are authorized by the Authority and which are performed by Contractor to the satisfaction of the Authority as required by the Specification.
- 2.2 The Contractor shall invoice the Authority for the following: the Management Fee; the Reimbursable Payroll and Operating Expenses; and the Leased or Owned Bus Hourly Rates by the tenth (10th) day of each month following the month in which the services were performed by the Contractor in conformity with Contract requirements. The Contractor's invoice shall describe the services rendered, dates rendered, and shall contain invoices for Reimbursable Operating Expenses and other information as needed and be accompanied by such supporting documents and materials as the Authority shall request.
 - 2.2.1 The Contractor's monthly invoices for Management Fees for each of the three (3) years of the Contract shall not exceed one-twelfth (1/12th) of the Contractor's Management Fees as bid for in the applicable year, as found on Pages BF-10 through BF-12 (Line A).
 - 2.2.2 The cumulative total of the Contractor's monthly invoices submitted for the Reimbursable Payroll Expenses and Reimbursable Operating Expenses for each of the three (3) years of the Contract shall not exceed the total Authority-provided amount for the applicable year, as set forth on Pages BF-10 through BF-12 (Line B), unless prior written authorization is obtained from the Executive Director or designee.
 - 2.2.3 The Contractor's monthly invoices for the Leased or Owned Buses for each of the three (3) years of the Contract shall not exceed the appropriate Hourly Rate, as set forth on Pages BF-10 through BF-12 (Line C), for Contractorprovided buses, as authorized by the Authority, for the purposes of fulfilling the Contractor's requirements as provided in Section 3.5 of the Specification.

- 2.2.4 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 Sections 2.3, and 2.4 below), shall be pro-rated based upon the actual number of days in the month.
- 2.2.5 Notwithstanding any other provision hereof, the Authority shall have the right to deduct from the Management Fee, Reimbursable Payroll and Operating Expenses payable by the Authority to the Contractor any amounts due the Authority from the Contractor.
- 2.3 <u>Management Fee</u> Contractor shall invoice the Authority for the Management Fee as set forth on Pages BF-10 through BF-12 (Line A). The Management Fee shall include the following:
 - 2.3.1 All payroll and associated costs for the Site Manager, and Assistant Managers (minimum of 4), Administrative Aides (minimum of 2), and any other positions deemed necessary by the Contractor and not listed in Section 2.4 below.
 - 2.3.2 The Management Fee shall also include all other expenses not listed in Section 2.4 below, including, but not limited to:
 - Contractor overhead and profit.
 - Sub-Contractors' Management Fee.
 - Bonding expenses.
 - All required insurances as outlined in General Conditions, Section 5.7.
 - Workers compensation per Section 5.7 for all employees including management and reimbursable positions.
 - Recruiting expenses.
 - Badges and keys.
 - Office equipment and supplies.
 - Vehicles for Contractor's use.
 - Costs associated with all training.
 - Non-resident administrative, legal, bookkeeping, executive personnel expenses and off-site general office expenses.
 - Costs associated with the cleaning services for the interior space of all office areas as outlined in Specification, Section 1.10.3.
 - Health insurance premiums for the positions in the Management Fee.
 - Health Insurance premiums in excess of \$425 per month, per position for the reimbursable positions participating in the Contractor provided Health Care Plan.
 - All other costs associated with the performance of this Contract not listed in Section 2.4 below.
 - 2.3.3 The Authority may decrease the monthly Management Fee payable to the Contractor for deficiencies and by such amounts as found in Section 3.8 of the Specification. The standard by which the Contractor's performance is to be measured to determine a deficiency is set forth in Sections 3.2 and 3.7 of the Specifications. If the Contractor performs at a level in such areas that result in a deduction in the monthly Management Fee, the Authority's remedy for the Contractor's failure(s) is not limited to such deduction in the monthly

Management Fee. In addition to, or in lieu of, a deduction in the monthly amount of the Management Fee, the Authority may exercise any remedy available to it hereunder or by law.

- 2.3.4 In the event the performance of shuttle bus services requires a permanent increase or decrease in the staffing of the reimbursable positions of twenty percent (20%) or more, Authority and Contractor shall re-negotiate the Management Fee.
- 2.4 Reimbursable Payroll and Operating Expenses Contractor shall invoice the Authority for the actual Reimbursable Payroll Expenses paid by the tenth day of each month for the services performed by the Contractor during the prior month. All of the reimbursable positions shall be approved in advance by the AAR. Approval of the staffing schedules shall not be construed as, and is not, authorization to exceed the annual payroll budget.

The Reimbursable Payroll Expenses shall be limited to the following:

- Supervisors.
- Shuttle Bus Drivers.
- Shuttle Bus Dispatchers.
- Shuttle Bus Washers.
- Associated payroll taxes: Social Security, Medicare, Federal and State Unemployment.
- Reimbursement for Health Insurance premiums for up to \$425 per month per position for the reimbursable positions participating in the Contractor provided Health Care Plan.
- Actual vacation and sick leave taken in accordance with Contractor's policy. The Authority will not reimburse Contractor for any accrued vacation or sick leave hours at the time of Contract expiration, at the end of any Contract year, or upon employee termination for any reason. Contractor shall provide their policy on vacation and sick leave benefits.
- Up to three (3) pre-approved holidays will be reimbursed by the Authority, determined at the beginning of each Contract Year.
- 2.4.1 Reimbursable Operating Expenses: Contractor shall invoice the Authority for the actual Reimbursable Operating Expenses incurred and paid for by the Contractor during the prior month. The Reimbursable Operating Expenses shall be limited to the following:
 - Bus washing and waxing supplies and equipment (see the Specification, Section 1.10.4).
 - Uniforms (see Specification, Section 1.13).
 - Printing of Vehicle Locater Slips (see Specification, Section 1.10.7.
- 2.4.2 If not specifically set forth in Section 2.4, any other Payroll or Operating Expenses incurred by the Contractor shall not be reimbursed and shall be solely paid for by the Contractor.

- 2.4.3 Non-Reimbursable Expenses: The following expenses shall not be reimbursed by the Authority:
 - Accrued vacation or sick leave hours at the time of Contract expiration, at the end of any Contract Year, or upon employee termination for any reason.
 - Monthly health insurance premiums in excess of \$425 per month per reimbursable position participating in the Contractor provided Health Care Plan.
 - Health care premiums for the positions included in the management fee.
 - Costs or expenses of legal representation, or of union negotiations and administration.
 - Costs of any interstate/intrastate local flat rate telephone calls, extended calling services, long distance, or directory assistance toll telephone service.
 - Costs of any and all interest, late charges, penalties, and fines paid by the Contractor and/or its employees.
 - Taxes accrued above Federal or State wage limitation will not be reimbursed. Only Federal and State Unemployment taxes actually paid will be reimbursed.
 - Any other costs or expenses not specified under General Conditions Section 2.4.
- 2.4.4 Contractor shall pay all costs and expenses connected with its operations when due and submit to the Authority, on or before the tenth (10th) day of each month, itemized statements of all approved Reimbursable Payroll and Operating Expenses incurred and paid for during the previous calendar month. Each such statement shall be accompanied by such proof of charges and disbursements and other supporting documents as the Authority may from time to time request, including, but not limited to, paid invoices, payroll registers and other payroll records.
- Reimbursement of reasonable, allowable expenses shall be made by the 2.4.5 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 Authority, (ii) all appropriate supporting documents are attached to each statement, (iii) the statement contains a statement that the 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. Once a complete and accurate invoice is received, and provided no items are in dispute, the Authority shall review and pay such invoice in full within thirty (30) days. Within said thirty (30) day period, the 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 Authority's objection and shall be accompanied by the Authority's payment of the undisputed portion of such statement.
- 2.5 The Authority shall, at regular intervals, monitor the performance of Contractor to determine whether the work to be performed under the Contract has in fact been accomplished to Authority's satisfaction and/or completed in a timely manner.

- 2.6 The Authority shall notify the Contractor of any specific services that are unsatisfactory to the Authority, and if the Contractor has not addressed such item or items set forth in the notice to the Authority's satisfaction within ten (10) calendar days after Authority's notice, the Authority in addition to all other rights provided under this Contract or by law or equity, may either remedy such unsatisfactory services itself or through a third party and the cost of providing the remedial services shall be deducted from the Contractor's invoice.
- 2.7 The Authority shall pay the undisputed amount of Contractor's (hereinafter includes "Consultant") invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the Authority from later recovering any money paid in excess of that due under the terms of this Contract.
- 2.8 Contractor shall be obligated to pay promptly all proper charges and costs incurred by Contractor for labor and materials used for the work performed hereunder. The Authority shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the Authority shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.
- 2.9 The Contractor shall submit all invoices to: Greater Orlando Aviation Authority, Finance Manager, P.O. Box 620125, Orlando, Florida 32862-0125.

2.10 Health Insurance:

Contractor shall provide health benefits in accordance with applicable Federal Laws (Federal Affordable Care Act) to its employees working at the Airport, effective not more than ninety (90) days after the date of hire of each employee. The Authority is only obligated to reimburse for up to \$425 per month per participating reimbursable positions as described in section GC, 2.4. 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. The Contractor shall, at any time the Authority so requests, certify to the Authority that Contractor is in compliance with this section. The Contractor's obligation to maintain records, and the Authority's right to examine such records, shall include records relating to the employee health insurance required to be provided pursuant to this Section.

3. COMPLIANCE WITH LAWS AND REGULATIONS:

3.1 The Contractor shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Florida, Orange County, the City of Orlando, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the Authority. OSHA rules and regulations shall be followed at all times. The Authority shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Contractor's performance of its obligations and functions hereunder; the Contractor shall cooperate to the fullest

extent and take whatever action (including becoming a party in any litigation) the Authority should reasonably request in connection with any such challenge or contest by the Authority.

- 3.2 The Contractor shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefor.
- 3.3 The Contractor shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee.

4. CONTRACTOR'S LIABILITY:

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

5. INDEMNIFICATION AND INSURANCE:

Contractor shall indemnify, defend and hold completely harmless the Authority and the City of Orlando, Florida ("City"), and the members (including, without limitation, members of the Authority's Board and the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing (i) by reason or on account of damage to or destruction or loss of any property of Authority or the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of Contractor's directors, officers, agents, employees, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by Authority's negligence or by the joint negligence of Authority and any person other than Contractor or Contractor's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by Contractor, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 5.4 below by or in favor of any person described in Section 5.5 below, or (iv) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, subcontractors, licensees or invitees. Authority agrees to give Contractor reasonable notice of any suit or claim for which indemnification will be sought

hereunder, to allow Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, Contractor shall engage counsel reasonably acceptable to Authority. In any suit, action, proceeding, claim or demand brought in respect of which the Authority may pursue indemnity, the Authority shall have the right to retain its own counsel. The fees and expenses of such counsel shall be at the expense of the Authority unless the Contractor and the Authority shall have mutually agreed to another arrangement. In the event Contractor fails, within a reasonable time to retain counsel satisfactory to the Authority, the Authority may retain counsel and Contractor shall be responsible for such legal fees, costs and expenses. In the event, the Authority and the Contractor are both named parties in any such proceeding and, in the sole judgment of the Authority, representation of both the Authority and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them then Authority shall obtain its own counsel and Contractor shall be responsible for such legal fees, costs and expenses. The indemnification provisions of this Section 5 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract.

- 5.2 Not applicable.
- 5.3 The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Contractor will notify the Authority in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.
- 5.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against Authority, or the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the Authority's Board or the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of Authority or City, either directly or through the Authority or the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the Authority, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the, promises made to Contractor pursuant to this Contract.

- 5.5 In any and all claims against the Authority or the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of Contractor under this Section 5 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- 5.6 No provisions of Section 5 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that Authority may have as to any party or person described therein.
- 5.7 Insurance The Authority is currently contracted with CertFocus for the management of all insurance certificates related to Authority Contracts. Contractors who enter into a Contract with the Authority will be contacted directly by CertFocus for insurance certificates and related matters such as expired certificates. An introductory letter will be sent regarding CertFocus 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 are to respond to CertFocus as directed in the introductory letter as well as any further instructions they may receive from CertFocus.
 - 5.7.1 General Liability and Automobile Liability. Contractor shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Contractor, the Authority and the City, and the members (including, without limitation, all members of the governing Board of the Authority, the City's Council and the citizens' advisory committees of each), officers, agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Contractor's performance of the Contract work:
 - (1) Commercial general liability insurance with coverage of not less than FIVE MILLION DOLLARS \$5,000,000.00 combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of Authority and the City under the Contract, and
 - (2) Automobile liability insurance with policy limits of not less than FIVE MILLION DOLLARS \$5,000,000.00 combined single limit per accident or occurrence covering each motor vehicle operated on Authority property. Contractor acknowledges and agrees that, if the Contractor's employee operates a vehicle in the Authority's Aircraft Operations Area (AOA), then all such operations are within its employee's scope of employment regardless of who owns the vehicle.

- (3) Automobile physical damage coverage with policy limits of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per vehicle per accident or occurrence. This obligation to insure includes, but is not limited to, vehicles owned or leased by the Contractor and vehicles owned by the Authority.
- 5.7.1.1 Self-Insured Retention and Deductibles. Contractor's insurance policies shall not be subject to a self-insured retention or deductible exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention or deductible exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the Authority's Chief Executive Officer. The above deductible limits may be exceeded if the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Contractor pay the deductible prior to its insurer's payment of the claim.
- 5.7.1.2 Additional Insured Endorsement. Contractor agrees and shall cause the Authority and the City and their members (including, without limitation, members of the Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insureds under such policy or policies of commercial general and automobile liability insurance.
- 5.7.2 Workers' Compensation and Employer's Liability. If Contractor has any employee working on Authority property, Contractor shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Contractor's employer's liability insurance shall not be less than \$100,000 for "each accident," \$500,000 for "disease policy limit," and \$100,000 for "disease each employee." If the Contractor is self insured, the Contractor shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations. The Authority will not accept State of Florida exemptions.
- 5.7.3 Professional Liability Insurance. Not applicable.
- 5.7.4 Garage Liability Insurance. Not applicable.
- 5.7.5 Garage Keeper's Legal Liability Insurance. Not applicable.
- 5.7.6 Crime Coverage. Not applicable.
- 5.7.7 Pollution Liability Insurance. Not applicable.
- 5.7.8 Equipment Installation Insurance. Not applicable.
- 5.7.9 Fiduciary Liability Insurance. Not applicable.

- 5.7.10 **Property Insurance.** The Authority may, at its option, maintain property insurance on property at the Airport, but it is expressly understood that such insurance shall not cover improvements, equipment, property, or other contents of the Contractor.
 - 5.7.10.1 At least fifteen (15) days prior to the commencement of any improvements by Contractor to the shared-use space, and at least thirty (30) days prior to the expiration of any policy or policies provided by Contractor under this Section 5, the Contractor shall furnish to the Executive Director the declarations page(s) from the policy or policies evidencing such coverage, or certificate(s) of insurance shall indicate that the Authority, Contractor and the trustee of certain of the Authority's outstanding revenue bonds are named as loss payees as their interests may appear
 - 5.7.10.2 Contractor on behalf of itself and its insurance carrier(s), hereby waives any and all rights of recovery which it may have against the Authority or the City or any of the other Indemnified Parties for any loss of or damage to property it may suffer as a result of any fire or other peril normally insured against under a policy of property insurance.
 - 5.7.10.3 If the Contractor does not comply with its covenants made in paragraphs 5.7.1(3), 5.7.1.1, 5.7.1.2 and 5.7.10 of this Section, the Executive Director shall have the right, but not the obligation, to cause insurance as aforesaid, to be issued, and in such event Contractor shall pay the premium for such insurance upon the Executive Director's demand.
- 5.7.11 Other Insurance Requirements. All insurance policies required by this Section 5.7 shall provide that they are primary insurance as respects any other valid insurance Authority may possess, and that any other insurance Authority does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 6.8 of these General Conditions, and said policies shall be in a form satisfactory to Authority. A properly completed and executed Certificate of Insurance on a form provided or approved by Authority (such as a current ACORD certificate of insurance) evidencing the insurance coverages required by this Section shall be furnished to the Authority upon the Contractor's execution of the Contract. The Contractor shall provide the Authority with at least thirty (30) days' prior written notice of any adverse material change in the Contractor's required insurance coverage. For purposes of this Section 5.7.10, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Contractor's self-insured retention. Prior to the expiration of any such policy, Contractor shall file with Authority a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, Contractor shall, within five (5) days after such cancellation or reduction in coverage, file with Authority a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by

Authority. If Contractor fails to obtain or have such insurance reinstated, Authority may, if it so elects, and without waiving any other remedy it may have against Contractor, immediately terminate this Contract upon written notice to Contractor. The Authority's Chief Executive Officer shall have the right to alter the monetary limits or coverages herein specified from time to time during the term of this Contract, and Contractor shall comply with all reasonable requests of the Chief Executive Officer with respect thereto.

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

- 6.1 Prior to Authority's execution of the Contract and within ten (10) business days of the award, the Contractor shall furnish to Authority a Performance Bond, and a Payment Bond if required by these Bid or Proposal Documents, completed on the Authority's forms provided in the Contract Documents. Such Performance Bond shall be current and in compliance at all times during the initial term of the Contract in a penal sum equal to Two Million Dollars (\$2,000,000.00).
- The Contractor may elect to provide Authority, in lieu of the required Performance Bond (but not the Payment Bond if required by general law), a letter of credit in an amount equal to Two Million Dollars (\$2,000,000.00), and issued on Authority's form of irrevocable standby letter of credit ("Letter of Credit"). The Contractor shall provide Authority with a Letter of Credit that remains in effect for at least one year after the expiration or earlier termination of the term of the Contract including any renewal or other extended term. If the Contractor fails to perform any obligation required of it under the terms of the Contract including, but not limited to, providing Authority with an acceptable renewal or replacement letter of credit within the required time limits, the Authority shall be entitled, in addition to any other remedies, to draw the full amount of the funds available under any Letter of Credit provided by Contractor to Authority and to hold such funds until such time as the Authority in its discretion shall determine the amount of damages, costs and expenses owing to it from the Contractor. The Authority shall retain from such funds an amount equal to its actual or anticipated damages, costs and expenses, and shall thereafter return the remaining amount of the funds, if any, to the Contractor.
- 6.3 Prior to the commencement of any renewal or extended term of the Contract, Contractor, at it own expense, shall provide to the Authority an acceptable renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit that complies with the requirements of this Section 6.
- Except as provided in this Section 6.4, the Authority will not accept any change or modification to the forms of Performance Bond or Letter of Credit attached to these Bid Documents. The sole change to the forms of Performance Bond and Letter of Credit that the Authority will accept is that the Contractor may provide a Performance Bond or a Letter of Credit that is for a period of less than the full initial term of the Contract but which still has an effective term of not less than twelve (12) months. If the Contractor provides Authority an acceptable Performance Bond or Letter of Credit which has an effective period less than the full initial term of the Contract, the Contractor shall, at least sixty (60) calendar days prior to the date on which the then current Performance Bond or Letter of Credit expires, provide a renewal or replacement Performance Bond or Letter of Credit that complies with the requirements of the

Contract. The Authority shall release any existing Letter of Credit provided by the Contractor upon the Authority's receipt and approval of a renewal or replacement Letter of Credit that complies with the requirements of this Contract.

- 6.5 If the Contractor is required to provide any renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit (collectively, the "Replacement"), Contractor shall calculate the penal sum/amount (the "Amount") of any such Replacement as follows:
 - 6.5.1 If the Replacement is provided in connection with the expiration of an existing Performance Bond or Letter of Credit prior to expiration of the initial term of the Contract but not in connection with an amendment to the Contract where the compensation to be paid to Contractor is increased, the Replacement shall be in an Amount equal to the Amount of the then current Performance Bond or Letter of Credit.
 - 6.5.2 If the Replacement is provided in connection with an amendment of the Contract where the compensation to be paid to the Contractor during the period covered by the then current Performance Bond or Letter of Credit is increased for any reason, the Replacement shall be in an Amount equal to the Amount of the then current Performance Bond or Letter of Credit plus an amount that bears the same ratio to the increased compensation to be paid to the Contractor that the Amount of the then current Performance Bond or Letter of Credit bears to the total compensation to be paid to the Contractor prior to such amendment to the Contract.
 - 6.5.3 If the Replacement is provided in connection with the renewal or extension of the Contract and the required Amount of the Performance Bond or Letter of Credit for the initial term of the Contract is stated as a fixed Amount, the Replacement shall be in an Amount equal to the lesser of either (i) the Amount required during the initial term of the Contract; or (ii) an Amount that bears the same ratio to the total estimated compensation to be paid to the Contractor during the renewal term that the Amount required during the initial term of the Contract bore to the total estimated compensation to be paid to the Contractor during the initial term of the Contract.
 - 6.5.4 If the Replacement is provided in connection with the renewal or extension of the Contract and the required Amount of the Performance Bond or Letter of Credit for the initial term of the Contract is stated as a fraction or percentage of the Contract price, the Replacement shall be in an Amount equal to the same annualized percentage of the total estimated compensation (including any reimbursable expenses) to be paid to the Contractor during the renewal term (i.e., if the initial Performance Bond or Letter of Credit is 1/6 of the total three year Contract cost, then the Replacement will be one-half of the total estimated compensation to be paid to the Contractor during the renewal year).
- 6.6 Failure to timely submit an acceptable Performance Bond or Letter of Credit prior to commencement of the Contract in addition to all other rights available to the Authority under law, shall give the Authority the right to withdraw the Notice of Intent to Award, without the need for providing the Contractor advance notice or the opportunity to

cure. Failure to timely submit any required renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit that meets the requirements of this Section 6 constitutes a default under the terms of this Contract and, in addition to all other rights available to the Authority under law, shall give the Authority the right to immediately terminate the Contract without providing the Contractor advance notice or the opportunity to cure. In connection with any such default, the Authority shall have the right to claim against the Contractor's then current Performance Bond or Letter of Credit for all of Authority's losses, costs, damages or expenses. The provision of this Paragraph shall survive the expiration or earlier termination of the Contract.

- 6.7 Surety Bonds delivered to Authority in satisfaction of any requirement under this Contract must meet the following criteria:
 - 6.7.1 <u>Bid Bonds</u> provided to the Authority in connection with Contracts shall be duly issued by an insurer or corporate surety (a) on a bond form provided by Authority, or on a form substantially the same as Authority's form; b) obligating the surety for at least ninety (90) days following the date on which Bids are publicly opened; and (c) by an insurer or corporate surety that is authorized to conduct insurance business in the State of Florida.
 - 6.7.2 Performance and Payment Bonds provided to the Authority in connection with contracts having a value of \$500,000.00 or less shall be duly issued by an insurer or corporate surety which:
 - 6.7.2.1 Is authorized to conduct insurance business in the State of Florida;
 - 6.7.2.2 Currently holds a certificate of authority authorizing it to write surety bonds in the State of Florida; and
 - 6.7.2.3 Is otherwise in compliance with the provisions of the Florida Insurance Code.
 - 6.7.3 Performance and Payment Bonds provided to the Authority in connection with Contracts having a value in excess of \$500,000.00 shall be duly issued by an insurer or corporate surety which:
 - 6.7.3.1 Is authorized to conduct insurance business in the State of Florida;
 - 6.7.3.2 Holds a currently valid certificate of authority by the U.S. Department of Treasury pursuant to 31 U.S.C. ss 9304-9308; and
 - 6.7.3.3 Has no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of Best's Insurance Reports.
 - 6.7.3.4 Notwithstanding the provisions of (c) above, an insurer or corporate surety which is not rated by <u>Best's Insurance Reports</u> may be accepted by Authority, but only if approved by Authority's Risk Manager and Department Director following a review or

investigation of the insurance company's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, of the insurance company's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, liquidity and such other factors as the Authority's Risk Manager may deem appropriate.

- 6.8 <u>Liability Insurance Companies</u> furnishing insurance coverages required by these General Conditions shall (a) be currently licensed to conduct insurance business in the State of Florida, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of <u>Best's Insurance Reports</u>.
- 6.9 In the event that Authority requests Contractor to purchase materials or as a condition to approval of a subcontractor in accordance with Section 8 of the General Conditions, the Authority shall have the right to require Contractor to provide a payment bond in accordance with Section 255.05, Florida Statutes.
- 6.10 <u>Letters of Credit</u> shall be issued by a bank with an office located in the State of Florida and reasonably acceptable to the Authority's Chief Executive Officer.

7. CONTRACT ADJUSTMENTS:

- 7.1 Notwithstanding any provision herein to the contrary, the Authority reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Contractor's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Contractor's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Contractor's compensation and the amount of the Performance Bond or Letter of Credit required, will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the Authority and the Contractor and, to the extent possible, by reference to any unit costs already established in the Bid. Without exception, all deletions or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 7.2 Notwithstanding the foregoing, the Authority shall have the right to terminate this Contract pursuant to the provisions of Section 9.2 herein should the Contractor and the Authority fail to reach agreement on the adjusted compensation, or the amount of the Performance Bond or Letter of Credit, within thirty (30) days after the date of the Contract Adjustment.
- 7.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Contractor, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

8. SUBCONTRACTORS:

- 8.1 The Contractor shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by Authority. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relatives, close kin, management, or employees common to the Contractor; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the Chief Executive Officer. Goods and services provided by subcontractors which are reimbursed by the Authority must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent a Contractor from using the services of a common carrier for delivering goods to the Authority.
- 8.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Contractor and a subcontractor and, in such contractual arrangement, the subcontractor shall give its express written consent to the provisions of this Section 8. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third party beneficiary hereof.
- 8.3 In the event that the Contractor employs a subcontractor, then Authority may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a subcontractor) shall be submitted to the Authority by the Contractor and the Authority shall pay all compensation to the Contractor. It shall be the sole responsibility of the Contractor to deal with a subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the Authority have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.
- 8.4 If the Contractor has qualified as an MWBE or LDB program participant with respect to this Contract, Contractor may not subcontract the performance of services hereunder to an entity that has not received MWBE or LDB certification, unless the MWBE and LDB Participation Goals are separately met by a qualified portion of the Contract being performed by the Contractor or by one or more other subcontractors that are MWBE and/or LDB certified.

9. DEFAULT AND TERMINATION:

9.1 In the event that:

9.1.1 the Contractor shall repeatedly fail (defined for this purpose as at least three (3) failures within any consecutive twelve (12) month period) to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first two (2) failures shall have been given to the Contractor, but whether or not the Contractor shall have remedied any such failure); or

- 9.1.2 the Contractor shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Contractor of a written notice of such breach or default; or
- 9.1.3 the Contractor's occupational or business license shall terminate or Contractor shall fail to provide Authority with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 9.1.4 the Contractor fails for any reason to provide the Authority with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision of this Contract; or
- 9.1.5 the Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 9.1.6 the Contractor shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute, filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 9.1.7 there is any assignment by the Contractor of this Contract or any of Contractor's rights and obligations hereunder for which the Authority has not consented in writing; or
- 9.1.8 the Contractor shall default on any other agreement entered into by and between Contractor and the Authority,

then, in its discretion, the Authority shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Contractor. In the event that the Authority terminates this Contract for default, or the Contractor abandons or wrongfully terminates the Contract, the Contractor shall be paid for compensation earned to the date of termination or abandonment (but Authority shall have the right to reduce by off-set any amounts owed to Contractor hereunder or under any other Contract or obligation by the amount of the Authority's damages and any amounts owed by Contractor to Authority), but Contractor shall not be compensated for any profits earned or claimed after the receipt of the Authority's notice of termination by default or after abandonment or wrongful termination. The Authority's election to terminate or not to terminate this Contract in part or whole for Contractor's default shall in no way be construed to limit Authority's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

9.2 Notwithstanding anything else herein contained, the Authority may terminate this Contract in whole or in part at any time for its convenience by giving the Contractor thirty (30) days written notice. In that event, the Contractor shall proceed to complete any part of the work, as directed by the Authority, and shall settle all its claims and obligations under the Contract, as directed by the Authority. The Contractor shall be compensated by the Authority in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Contractor be entitled to compensation for work not performed or for anticipatory profits. Contractor shall justify its claims, as requested by the Authority, with accurate records and data.

10. AUTHORITY'S AUTHORIZED REPRESENTATIVE:

During the term of this Contract, the Authority's Chief Executive Officer or designee may from time to time designate an individual to serve as Authority's Authorized Representative (AAR) (and an Assistant AAR designated to serve in that capacity in the absence of the AAR) who shall have such authority to act on the Authority's behalf as the Authority's Chief Executive Officer may from time to time actually delegate to such person, but in no event shall the AAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

11. ASSIGNMENT:

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the Authority's prior written consent, which consent may be granted or withheld in the Authority's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation, or (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the Authority's prior written consent, the Authority shall be entitled to terminate this Contract pursuant to the provisions of Section 9 hereof.

12. NOTICES:

- 12.1 All notices or other writings which the Authority is required or permitted to give to the Contractor may be hand delivered, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally-recognized overnight delivery service to the Contractor's address set forth in the Bid. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to Contractor, or three (3) days following submission to Contractor by U.S. Certified Mail.
- 12.2 All notices or other writings which the Contractor is required or permitted to give to the Authority may be hand delivered to the Chief Executive Officer, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally-recognized overnight delivery service. Any such notice shall be deemed to have been delivered upon actual delivery,

or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to Authority, or three (3) days following submission to Authority by U.S. Certified Mail. Any such notice shall be sent to:

The Greater Orlando Aviation Authority
ATTN: Chief Executive Officer
Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399

12.3 Either party may change its notice address by written notice to the other given as provided in this section.

13. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

- 13.1 During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
 - 13.1.1 Compliance with Regulations. The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 - 13.1,2 Non-discrimination. The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 - 13.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
 - 13.1.4 Information and Reports. The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- 13.1.5 Sanctions for Noncompliance. In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - 13.1.5.1 Withholding payments to the Contractor under the contract until the contractor complies; and/or
 - 13.1.5.2 Cancelling, terminating, or suspending a contract, in whole or in part.
- 13.1.6 Incorporation of Provisions. The Contractor will include the provisions of paragraphs 13.1.1 through 13.1.6 in every subcontract, including procurements of materials and leases of equipment, Required Contact Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
- 13.2 The Contractor assures Authority that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Contractor from the period beginning with the initial solicitation through the completion of the Contract.

14. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES:

- 14.1 During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
 - 14.1.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 14.1.2 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - 14.1.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- 14.1.4 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 14.1.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 14.1.6 Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 14.1.7 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- 14.1.8 Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 14.1.9 The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 14.1.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 14.1.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 14.1.12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

15. FEDERAL FAIR LABOR STANDARDS ACT:

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

16. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970:

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

17. WHISTLE BLOWER REPORTING LINE:

The Authority is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste or abuse. The Authority has established a Whistle Blower Reporting Line with a third-party service provider as a means for employees, contractors, vendors, tenants and the general public to report suspected fraud, waste or abuse in connection with Authority operations. Should Contractor suspect any fraud, waste or abuse in connection with any work under this Contract, including any work of its subcontractors or laborers, it shall promptly report such activity at (866) 773-3022, or through the online reporting form www.guardianwhistleblower.com. 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.

18. COPYING DOCUMENTS:

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

19. GENERAL PROVISIONS:

19.1 The Contract Documents consist of the Contract, the Bid Forms, the Instructions to Bidders, the Invitation for Bids, all Addenda issued prior to execution of this Contract, these General Conditions and the Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. Precedence of the Contract Documents shall be as

follows: (i) addenda to the Contract Documents, (ii) the Contract, (iii) the General Conditions (iv) the Bid Forms, (v) the Instructions to Bidders, (vi) the Specifications, and (vii) the Invitation.

- 19.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 19.3 The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the Authority and/or its tenants, wherever situated on the Airport, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the Authority, the Contractor shall reimburse the Authority for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the Authority.
- 19.4 Contractor warrants to the Authority that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Contractor or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the Authority, and the Contractor shall indemnify and save the Authority harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Contractor shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 19.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the Authority or the Contractor. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Florida. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in Orange County, Florida, and Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.
- 19.6 The section headings herein are for the convenience of the Authority and the Contractor, and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

- 19.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 19.8 The delay or failure of the Authority at any time to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. Contractor shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 19.9 If the Authority shall, without any fault, be made a party to any litigation commenced between the Contractor and a third party arising out of the Contractor's operations and activities at the premises, then the Contractor shall pay all costs and reasonable attorney's fees incurred by or imposed upon the Authority in connection with such litigation for all trial and appellate proceedings. The Authority shall give prompt notice to the Contractor of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment therefor, and the expiration or earlier termination of this Contract.
- 19.10 The Authority shall have the right to recover from Contractor all of the Authority's costs and expenses incurred in investigating noncompliance with or enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorneys' fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 19.11 The Contractor shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the Authority. Contractor's and subcontractor's employees while in uniform shall not loiter in the public areas of the Airport.
- 19.12 The Contractor shall be required, during the term of the Contract, at no additional cost to the Authority, to take such reasonable security precautions with respect to its operations at the Airport as the Authority in its discretion may from time to time prescribe. The Contractor shall comply with all regulations, rules and policies of any governmental authority, including the Authority, relating to security issues.
- 19.13 The Authority may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to Contractor (provided, however, that in any emergency situation the Authority shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Contractor under this Contract; whenever the Authority so cures a default by the Contractor, all costs and expenses incurred by the Authority in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by the Contractor to the Authority on demand.

- 19.14 Contractor is an independent contractor and nothing contained herein shall be construed as making the Contractor an employee, agent, partner or legal representative of the Authority for any purpose whatsoever. The Contractor acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the Authority, and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between Authority and Contractor with respect to any employee of Contractor or of its subcontractors.
- 19.15 Contractor and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the Authority's Chief Executive Officer or designee. Contractor and its subcontractors shall account for all expenses of any nature related to transactions in connection with this Contract in a manner which segregates in detail those transactions from other transactions of the Contractor and subcontractors and which support the amounts reported and/or invoiced to the Authority. At a minimum, Contractor's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the Authority at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems, shall upon reasonable notice from Authority be made available in Orange County, Florida, for inspection, examination, audit and copying by Authority through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. Contractor and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine readable format, shall provide the Authority and/or its representative such assistance as may be required to allow complete access to such records. The Chief Executive Officer may require Contractor and subcontractors to provide other records to the Chief Executive Officer, in his or her sole discretion, deems necessary to enable the Authority to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, Contractor and its subcontractors agree that such amounts shall be payable to the Authority. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the Authority, or any claim is made or litigation commenced relating to this Contract by the Authority, the Contractor, or a third party, the Contractor shall continue to maintain all such records, and the Authority shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or

standards. In particular, without limitation, Contractor and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Contractor to the Authority, Contractor shall forthwith, upon written demand from the Authority, pay the Authority such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the Authority.

- 19.16 Contractor and subcontractors shall prepare and provide the Authority with all detailed reports as required under the Contract on a timely basis. The Authority reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 19.17 There are no third party beneficiaries to this Contract and nothing contained herein shall be construed to create such.
- 19.18 Time is of the essence for the performance of each of Contractor's obligations under this Contract.
- 19.19 In computing any period of time established under this Contract, except as otherwise specified herein the word "days," when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Florida or Authority holidays.
- 19.20 Contractor agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 19.21 Authority reserves the right to further develop, improve, repair and alter the airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to Contractor for loss of business or damages of any nature whatsoever to Contractor occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the Authority or its employees, agents or contractors.
- 19.22 Contractor and Authority hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.

GENERAL CONDITIONS (Continued)

- 19.23 At the option of the Contractor, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Contractor to purchase products and/or services in connection with this Contract shall do so independent of the Authority or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The Authority shall have no liability to Contractor or any governmental agency resulting from the purchase by that agency of products and/or services from Contractor in connection with this Contract.
- 19.24 The Contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefitting from Federal assistance. This Provision obligates the Contractor or its assigns, for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the Contractor for the longer of the following periods: (a) the period during which the property is used by the Authority or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Authority or any transferee retains ownership or possession of the property. In the case of a construction project, this Provision binds the Contractors from the Bid solicitation period through the completion of the Contract.
- 19.25 In the course of performing the Agreement work, Contractor may gain access to Sensitive Data Types including but not limited to Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI), Financial Information and/or other confidential information of the Authority. Contractor agrees to hold such information in confidence and to make such information known only to its employees, affiliates, agents, subcontractors, and subconsultants who have a legitimate need to know such information and who are under a similar obligation of confidentiality. The Contractor shall seek the Authority's prior written consent before releasing, disclosing, or otherwise making such confidential information available to any other person. This provision shall not apply to information required to be released by applicable law, legal subpoena, or other lawful process. The Contractor must notify the Authority as soon as practicable in the event Contractor is notified of or discovers any compromise and/or breach or suspected breach, such as unauthorized access to, theft of, misuse of and unintentional releases or of any security/sensitive data types, or confidential information of the Authority and/or Individuals ("Data Breach") involving Contractor controlled systems such as, but not necessarily limited to, web sites, transmission infrastructure, voice response unit, and retrieval and storage systems. This notification should include, to the extent known, the type of Data Breach, type of data compromised and/or breached, and results of any forensic investigation. To the extent Contractor is responsible for the Data Breach and upon mutual agreement of the parties, Contractor shall be responsible to implement, in coordination with the Authority, a commercially reasonable Remediation Plan to address and respond to a Data Breach. Such commercially reasonable "Remediation Plan" will include certain administrative requirements associated with

GENERAL CONDITIONS (Continued)

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 Authority under this Agreement. The provisions of this Section 19.25 shall survive the expiration or earlier termination of the Agreement.

- 19.26 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT: PHONE NUMBER, (407) 825-2032; EMAIL ADDRESS, PUBLICRECORDS@GOAA.ORG; AND MAILING ADDRESS, GREATER ORLANDO AVIATION AUTHORITY, PUBLIC RECORDS, ONE JEFF FUQUA BOULEVARD, ORLANDO, FL 32827. A Contractor with an Authority Contract for services, must comply with Florida Statute, Chapter 119.071, specifically to:
 - 19.26.1 Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service.
 - 19.26.2 Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes, or as otherwise provided by law.
 - 19.26.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Authority.
 - 19.26.4 Upon completion of the Contract, meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of the Contractor or keep and maintain public records required by the Authority to perform the service. If the Contractor transfers all public records to the Authority upon completion of the Contract, the Contractor shall, upon termination of the Contract, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable

GENERAL CONDITIONS (Continued)

requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.

- 19.26.5 If a Contractor does not comply with a public records request, the Authority shall enforce the Contract provisions in accordance with the Contract.
- 19.27 The Authority maintains an Automate People Mover ("APM") Systems Safety Program Plan ("APM-SSPP") that is in accordance with current Florida Department of Transportation Regulations. Should the scope and work of this Contract require the Contractor to perform services that are in direct proximity of the dynamic envelope of the APM system (typically 10' radius), including directly above the airspace of the tram guideway for the APM system, the Contractor must request a copy of the Authority's APM-SSPP, comply with the procedures within the APM-SSPP, and receive safety training and certification from the APM operator, prior to performing work within this area. All questions regarding this procedure, are to be referred to the AAR.

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

SPECIFICATION FOR SHUTTLE BUS MANAGEMENT SERVICES

ORLANDO INTERNATIONAL AIRPORT

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SPECIFICATION

PART ONE - GENERAL

1.1 SCOPE OF WORK:

- 1.1.1 The Contractor shall provide all labor, supervision, materials, supplies, equipment, tools, and all other items necessary or proper for, or incidental to, performing operation and management services for the Authority's shuttle buses used at Orlando International Airport ("OIA") in accordance with this Specification.
- 1.1.2 The Authority's shuttle buses shall be used in the transportation of: (1) employees of the Authority, concessionaires, airlines, contractors, customers and other authorized personnel ("Employee Shuttle Service"); (2) users of the Economy North Park Place and Economy South Park Place parking lots at the Airport ("Economy Shuttle Service"); (3) any other users of the West Park Place parking lot or other Overflow parking lots operated by the Authority ("Overflow Economy Shuttle Service"); and (4) individuals in emergency circumstances or upon special request as directed by the Authority ("Special Request/Emergency/AOA Shuttle Service") collectively known as "Shuttle Bus Services," at OIA in accordance with this Specification.
- 1.1.3 The Contractor is required to achieve the performance standards as outlined in this Specification in such a manner that will ensure prompt, courteous, and efficient service is provided to all public and other Airport users of the shuttle buses.
- 1.1.4 During the term of this Contract, the Contractor will be obligated to perform twenty-four (24) hours per day, seven (7) days per week, operation, management and oversight of the Authority's Shuttle Bus Services. The Contractor shall supply all management and hourly staff for all shuttle bus related functions. Functions may include but are not limited to:
 - 1.1.4.1 Shuttle Bus Management Services.
 - 1.1.4.2 Hiring, supervising, and training all personnel required to operate Shuttle Bus Management Services in accordance to Federal, State, and City Requirements and these Specifications.
 - 1.1.4.3 Develop and manage safety training.
 - 1.1.4.4 Develop and manage customer service plan.
 - 1.1.4.5 Bus washing and waxing services of Authority-owned buses.
 - 1.1.4.6 Analyzing data and report trends.
 - 1.1.4.7 Prepare and provide the Authority detailed operational reports to be submitted on a timely schedule as approved by the Authority.

- 1.1.4.8 Coordination of routine bus maintenance and minor repairs with the Authority's Vehicle Equipment and Maintenance Services Contractor, and pest control services with the Authority's Pest Control Contractor.
- 1.1.4.9 Daily cleaning of the interiors of all shuttle buses utilized in the performance of the Shuttle Bus Services.

1.2 DEFINITIONS:

- 1.2.1 AIRPORT Refers to the airport in Orange County, State of Florida, known as Orlando International Airport ("OIA"), which is comprised of a terminal complex, a central landside building, and satellite airside buildings, south terminal complex and includes covered parking and open Shuttle Bus Management Services for the use of the traveling public and employees who work at the airport. (Attachment "A").
- 1.2.2 AIRCRAFT OPERATION AREAS ("AOA") Refers to the restricted areas at OIA where aircraft operate.
- 1.2.3 COBUS Refers to Authority-owned, refurbished Airport buses that will be utilized to perform AOA Shuttle Service, as necessitated by the removal from service of the trams that take customers from the Landside Terminal Building to the gates at the airside terminals.
- 1.2.4 CONTRACT YEAR Refers to the Notice to Proceed effective date period commending on or about May 1, 2019 and ending twelve (12) months later.
- 1.2.5 CUSTOMER COMPLAINT Refers to any verbal or written complaint made by customers, airport employees, or other individuals pertaining to unsatisfactory Shuttle Bus Management Services, inappropriate behavior, personal injury, or loss of or damage to vehicles, which, in the sole discretion of the AAR, is caused by the Contractor or its employees, agents or subcontractors.
- 1.2.6 CHIEF EXECUTIVE OFFICER Refers to the Authority's Chief Executive Officer or his designee.
- 1.2.7 GREATER ORLANDO AVIATION AUTHORITY ("Authority") Refers to the organization which manages and operates OIA.
- 1.2.8 INVESTIGATIVE SERVICES Refers to a service procured by the Authority to test the levels of customer service and Contractor performance in the Shuttle Bus Management Services.
- 1.2.9 LANDSIDE TERMINAL BUILDING Refers to the main terminal building at OIA that houses the shops, restaurants, security check points, and ticketing counters.
- 1.2.10 MANAGEMENT FEE Refers to the payment the Contractor receives for the operation and management of the Shuttle Bus Management Services Contract (see Section 2.3 to the General Conditions).

- 1.2.11 MISSED RUN Refers to a scheduled trip for the Employee Shuttle Service or Economy Shuttle Service that is not performed, as determined by AAR in its sole discretion.
- 1.2.12 STAFFING SCHEDULE Refers to a staffing schedule submitted by the Contractor and approved by the AAR identifying the positions to be filled by personnel of the Contractor in performance of this Contract and the minimum number of personnel that shall be working in each such position during the schedule period.
- 1.2.13 OPERATING EXPENSES Refers to the line item(s) in the Contractor's operating budgeting submitted and approved by the AAR that are reimbursable in accordance with Section 2.4.2 of the General Conditions.
- 1.2.14 PAYROLL EXPENSES Refers to the line item(s) in the Contractor's operating budget submitted and approved by the AAR that are reimbursable which identify the payroll expenses for approved operational positions covered by employees of the Contractor, as well as benefits made available to qualifying employees in accordance with Section 2.4.1 of the General Conditions.
- 1.2.15 PERFORMANCE DEDUCTION Refers to the monetary deduction applied to the monthly Management Fee based on the AAR's evaluation of Contractor's performance.
- 1.2.16 PEST CONTROL CONTRACTOR Refers to a Contractor identified by the Authority who provides pest control services for the Authority.
- 1.2.17 QUALITY ASSURANCE Refers to a planned and systematic approach to ensure adequate service requirements are established; that the services conform to established requirements; and that satisfactory performance is achieved. Quality Assurance refers to actions by the Authority to determine whether the Contractor's performance conforms to the Specifications.
- 1.2.18 QUALITY CONTROL Refers to a Program developed by the Contractor to ensure that its services meet the requirements of the Authority.
- 1.2.19 UNCLEAN CONDITION Refers to the Contractor's shared-use spaces, and all vehicle(s) used for Shuttle Bus Services that do not meet cleanliness standards as determined by the AAR in its sole discretion.
- 1.2.20 VEHICLES AND EQUIPMENT MAINTENANCE SERVICES CENTER Refers to a Contractor identified by the Authority who provides maintenance and repair of the Authority's shuttle buses, vehicles, and equipment.

1.3 PARKING LOT DESCRIPTIONS:

1.3.1 Employee Parking Lot – Refers to the parking facility located at the north end of Casa Verde Road, south of S.R. 528. The Employee Parking Lot contains two (2) shuttle stops.

- 1.3.2 Economy North Park Place Parking Lot Refers to the parking facility located in the northwest portion of the Airport property immediately east of Bear Road and immediately north of Cargo Road. The Economy North Park Place Parking Lot contains five (5) shuttle stops.
- 1.3.3 Economy South Park Place Parking Lot Refers to the parking facility located on South Jeff Fuqua Boulevard, south of the landside terminal. The Economy South Park Place Parking Lot contains four (4) shuttle stops.
- 1.3.4 Economy Overflow/West Park Place Parking Lot Refers to the temporary parking facility located in the northwest portion of the Airport property at the southwest corner of Tradeport Drive and Bear Road. The Authority operates the Overflow/West Park Place Lot during peak travel periods. The Economy Overflow/West Park Place Parking Lot contains three (3) shuttle stops.

1.4 CATEGORIES OF SHUTTLE BUS SERVICE:

- 1.4.1 Employee Shuttle Service Contractor shall provide transportation to and from the Authority's designated employee parking facility. The current Employee Shuttle Service route is 5.1 miles round-trip (see Attachment "B") A sample minimum trip frequency for the Employee Lot can be reviewed in Attachment "F-1", but current Employee Shuttle Bus Service is operated at higher trip frequency and may include on-demand service.
- 1.4.2 Economy Shuttle Service Contractor shall provide transportation (a) for customers of OIA between the Economy North Park Place parking lot and the Landside Terminal, and (b) for customers of OIA between the Economy South Park Place parking lot and the Landside Terminal. The Shuttle Service for the Economy North Park Place parking lot route is between 5.6 and 6.9 miles roundtrip (see Attachment "C"). The Shuttle Bus Service for the Economy South Park Place parking lot route is between 4.2 and 6.7 miles roundtrip (see Attachment "D"). A sample minimum trip frequency for the Economy Shuttle Lots can be reviewed in Attachment "F-2", but current Economy Shuttle Bus Service is operated at higher trip frequency and may include on-demand service.
- 1.4.3 Overflow/West Economy Shuttle Service Contractor shall provide transportation for customers between the Economy Overflow/West Park Place parking lot, and any other overflow lot(s) as designated by the Authority, and the Landside Terminal, or between remote lots when directed by the Authority. The Overflow Economy Shuttle Service for the Economy West Park Place parking lot route is between 9.2 and 10.7 miles round-trip (see Attachment "E").
- 1.4.4 Terminal to Annex Building Route Contractor shall provide scheduled transportation for airport employees from the Landside Terminal to the Authority's Annex Building located at 5855 Casa Verde Road.

NOTE: During scheduled operations, passengers may not be allowed to enter or leave a bus at any location other than at designated bus stops, unless the Contractor is directed by the Authority.

- 1.4.5 Special Request/Emergency/AOA Shuttle Bus Service:
 - 1.4.5.1 Special Request Shuttle Bus Service –Contractor shall provide other, non-routine, transportation services, either on or off Airport property, as directed by the AAR or designee.
 - 1.4.5.2 Emergency Shuttle Bus Service in the event of an emergency situation as declared by the Chief Executive Officer or his designee Contractor shall provide transportation services on the airfield, or other locations, as directed by the AAR or designee.
 - 1.4.5.3 AOA Shuttle Bus Service Contractor shall provide transportation for customers between the Landside Terminal Building and the AOA as directed by the AAR or designee.

1.5 **REGULATIONS**:

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

1.6 WORK HOURS:

- 1.6.1 The Contractor shall perform Shuttle Bus Services at the Airport, or other locations as designated by the AAR, twenty-four (24) hours per day, seven (7) days per week.
- 1.6.2 In the event an emergency condition is declared by the Authority's Chief Executive Officer, Chief Operation Officer, Senior Director of Airport Operations or their respective designees, the Contractor will perform work during such hours as specified by the Authority.

- 1.6.3 The Contractor shall respond to a request to perform additional work from the AAR within twenty-four (24) hours of such request unless in a declared emergency situation.
- 1.6.4 The Contractor shall plan continuous Shuttle Bus Service, and shall not allow interruptions in Shuttle Bus Service due to employees' breaks, lunches, personal leave, etc.
- 1.6.5 The Contractor's Administrative Office shall be located at 8200 Casa Verde Road and shall be open for business and staffed by Contractor's administrative personnel, as specified in Section 1.12 of the Specifications, five (5) days per week (Monday through Friday) and eight (8) hours per day between 8:00 a.m. and 5:00 p.m.

1.7 CONTRACTOR'S PERSONNEL:

- 1.7.1 Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between Contractor and its subsidiaries or related parties and its employees, including but not limited to the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 1.7.2 Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States.
- 1.7.3 The Contractor shall engage employees who are literate in English. All Contractor and any Subcontractor employees who perform services pursuant to this Agreement shall be able to read, write, speak and understand the English language.
- 1.7.4 Contractor shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act. No employee shall be hired by a Contractor for work on Authority's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the Authority, if requested.
- 1.7.5 Contractor shall transfer promptly from the airport any employee or employees that the Authority advises are not satisfactory, and replace such personnel with employees satisfactory to the Authority; but in no event shall Authority be responsible for monitoring or assessing the suitability of any employee or agent of Contractor.
- 1.7.6 The Contractor's employees shall be instructed that no gratuities shall be solicited for any reason whatsoever from the tenants, customers or other persons at Orlando International Airport. The Contractor's employees may accept but not ask

for a gratuity. Actions that constitute soliciting a gratuity include, but are not limited to, verbal requests for gratuities, gestures indicating a request for gratuity, utilization of a sign indicating acceptance of gratuities or utilization of a tip jar.

- 1.7.7 The Contractor shall be responsible for ensuring that all articles found by its employees on Authority's premises are turned over to the Authority or the Authority's designated agent in charge of such articles.
- 1.7.8 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 Authority's premises shall have the Contractor's business name and/or logo prominently displayed on both front doors of such vehicle.
- 1.7.9 While working on airport property all Contractor's employees shall wear neatappearing uniforms with the company logo 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.
- 1.7.10 The Contractor shall report to the Authority any possible theft, fraudulent activity or vandalism by employee(s) or subcontractor(s) or any allegations of employee(s) or subcontractors dishonesty within twenty-four (24) hours after Contractor has reason to suspect such activities, whether directly related to employment at the Airport or not.
- 1.7.11 Contractor shall check the driving records of each person hired to drive a bus. The Contractor shall also conduct periodic checks of driving records for all Contractor's drivers, at a minimum of, and in accordance with the Department of Transportation regulations, and provide the driving records to the Authority upon demand.
- 1.7.12 The Contractor should make reasonable efforts to hire the employees of the Authority's current Contract, Shuttle Bus Management Services, in the same position, or equivalent position, as currently held by the employee.
- 1.7.13 The Contractor's employees engaged to perform work under this Contract should be regular, full-time personnel. The use of "short term temporary" or casual "day labor" personnel to perform the work will not be permitted, except as authorized by the Authority on a case-by-case basis in situations such as employee illness or disability, or unusually high traffic flow. This prohibition shall extend to the use of any temporary help or placement agencies. The Authority, on a case-by-case basis with the Authority's AAR written approval, may authorize part-time personnel.
- 1.7.14 Contractor shall select and hire only persons who are qualified to perform the job duties for which they are being hired. The individuals shall be courteous and capable of acting in the utmost professional manner when interacting with customers and the general public.

- 1.7.15 Contractor shall be responsible for the conduct, demeanor and appearance of its employees while on or about the Shuttle Bus Service operations and while acting in the course and scope of employment.
- 1.7.16 Contractor's employees are to be attentive, alert and responsive to all Customer's issues, needs, comments or complaints. At no time shall a Contractor's employee make a Customer feel threatened, insecure, or ignored in or around the Shuttle Bus.

1.8 IDENTIFICATION AND ACCESS REQUIREMENT:

- 1.8.1 Contractor is required to conduct an employee background check, or require its subcontractors to perform an employee background check, in accordance with the requirements herein on each person proposed for employment at Orlando International Airport in connection with this Contract, if such person is an employee of Contractor or an employee of a subcontractor for whom Contractor is required under Section 1.8.7 below to sign the Authority's badge application ("Contractor Responsible Employees"). Such background check must be successfully completed prior to such person applying for an access control identification badge with the Authority. Each background check shall be performed to the following minimum requirements:
 - 1.8.1.1 Each employee must provide a ten (10) year work history.
 - 1.8.1.2 Contractor must confirm the last five (5) years of each employee's work history. Any gaps in employment of thirty (30) days or more during such five year period must be explained in writing by the employee and must be confirmed by Contractor through W-2s, student transcripts, medical records, or written references of stay-at-home situations from credible local persons such as pastors or priests (which reference must indicate personal knowledge of employee's general work history during the gap period).
 - 1.8.1.3 Contractor must check each employee's criminal history for the immediately preceding five years, with such check to be conducted in each county where the employee has lived or worked in such five year period.
- 1.8.2 Contractor shall not present any Contractor Responsible Employee to the Authority's Access Control Office for badging if such person has any unexplained gaps in their work history, has a criminal record that would disqualify them from receiving an access control badge or has an unacceptable termination record.
- 1.8.3 The Authority will issue, for a fee, as stated below in Sections 1.8.4 and 1.8.5, to all Contractor Responsible Employees an identification badge that will display their picture, name, and other applicable information; and any key(s) required in the performance of the Contract, provided that such person meets the minimum criteria established to receive a badge. At all times while on airport property, the Contractor Responsible Employees are required to display such badges prominently on their uniforms in accordance with Authority's guidelines. Every new employee requiring unescorted access to a secure area of the airport must

be electronically processed by the Authority's Access Control Office for a Criminal History Records Check and Security Threat Assessment before an identification badge is issued. In addition to this records check, the employee will be required to attend security training class (approximately 1 hour), and in the case of operating a vehicle on the Airport Operating Area (AOA) the employee will also be required to attend a driving safety class (approximately 1 hour); both training classes are provided by the Authority. The Contractor shall maintain, and shall require its subcontractors to maintain, a permanent record in its files of the background information, including drug screening tests, on all current and former employees who are utilized in the performance of this Contract and, when requested, shall provide such information to Authority, TSA, or such other entity as deemed appropriate by the Authority. The Contractor further agrees to perform, or require its subcontractors to perform, such additional employee background checks, fingerprinting, or other identification measures as may be required by any future security rules or applicable federal regulations.

1.8.4 Fees Associated with Identification Badges:

Security Background Check \$11.00
New Issue \$25.00
Renewal/Defaced \$25.00

Name Change \$25.00 (paid at time of issuance)

Addition \$25.00 (i.e. adding company name, driver, etc.)

Deletion \$25.00 Lost \$50.00

Stolen No Charge with proper documentation

Fingerprinting \$27.00 (every two years)

AOA Vehicle Decal \$25.00 per vehicle

1.8.5 Fees Associated with Keys:

New Hard Key \$10.00 Lost Hard Key \$50.00

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

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

1.8.7 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 Employèes. Before submitting a badge application for an employee provided on this Contract by a temporary employment agency, Contractor or the temporary employment agency must submit to the Authority's AAR for prior approval of such employee, a contract between the temporary employment agency and such employee reflecting an intended assignment of such employee to the Contract for the remaining duration of the Contract or the duration of the Contractor's need for such position.

1.9 ITEMS PROVIDED BY THE AUTHORITY:

- 1.9.1 The Authority will provide the Contractor access to the following areas and facilities, provided that Contractor shall use the facilities only for the performance of the services required by this Contract:
 - 1.9.1.1 A portion of a facility located at 8200 Casa Verde Road, approximately 1,200 square feet in size, and a portion of the Economy North Park Place Parking Administration Building located at 5501 Cargo Road, approximately 200 square feet in size, for use as office spaces, as depicted in Attachments "G-1" and "G-2".
 - 1.9.1.2 The wash bay located at 8200 Casa Verde Road, low pressure washer, and recycled water for washing and waxing the buses.
 - 1.9.1.3 Contractor's right to use the foregoing facilities is not a lease of the facilities and shall not be construed as such. The Authority shall, at all times during the term of this Contract, retain the right to access and use the facilities; provided, however, that the Authority's use of the facilities shall not unreasonably interfere with Contractor's performance of its work under this Contract.
- 1.9.2 The Authority will provide the Contractor, at the Authority's sole cost, with utility service (excluding international, interstate, and intrastate telephone calls, and directory assistance telephone service charges) where available in the Authority's administrative office space and required by the Contractor to perform its obligations and functions under this Contract.
- 1.9.3 The Authority will provide parking for Contractor's employees in the performance of this Contract in the Employee Parking Lot or other location designated by the Authority, at no cost to the Contractor or its employees.
- 1.9.4 The Authority will provide fuel for the Authority owned Shuttle Buses used under this Contract. Contractor shall be responsible for properly fueling the vehicles in accordance with Authority procedures.

1.9.5 The Authority shall provide the following vehicles to be used by the Contractor:

Eleven (11) 40' Gillig Buses (37 seats)

Four (4) 40' Ford F-650 Buses (38 seats)

Four (4) Chevrolet Buses 26' (17 seats)

Four (4) Chevrolet Buses 24' (14 seats)

Eight (8) Freightliners 24' Buses (11 seats)

Five (5) 27' Ford F-450 Buses (17 seats)

Six (6) COBUS 3000 Airport Buses 45'8" (112 passengers)

The Authority may, at its discretion, increase or decrease the number, size, or make and model of vehicles the Contractor is required to operate under the Contract. All vehicles shall be dedicated to performing the designated operations at the Airport, unless otherwise directed by the AAR. Each shuttle bus is equipped with two-way radio communication with the dispatch office and other Authority radios. Shuttle buses may be equipped with safety camera technology and satellite equipment.

1.9.6 The Authority will provide an adequate number of Authority owned hand-held radios to be used by Contractor's personnel. Contractor shall exercise reasonable care in the operation and use of the radios. The Authority will repair or replace any defective radios at Authority's expense, however, the Contractor will be obligated to pay for the maintenance of the radios and the costs of repair or replacement of any radios damaged, destroyed or lost by the Contractor or its employees, agents or subcontractors. Upon the termination of the Contract, Contractor shall return all radios, safety camera technology, and satellite equipment to the Authority in the same condition as when received, except for reasonable wear and tear.

1.10 ITEMS, TOOLS, EQUIPMENT AND SERVICES PROVIDED BY CONTRACTOR:

- 1.10.1 The Contractor shall provide equipment necessary to perform Shuttle Bus Management Services under this Contract. The Contractor shall be obligated to maintain equipment in safe operating condition at all times, and shall ensure that such equipment is operated in compliance with proper safety procedures and practices.
- 1.10.2 Other than the initial inventory as stated by the Contract, the Contractor shall provide, at its sole cost, all business equipment and supplies, including but not limited to, desks, facsimile machines, copiers, computers, printers, toner cartridges, paper, and any other supplies necessary and incidental to supporting the operation of the Contractor's office(s) at the Airport.
- 1.10.3 The Contractor shall, at its own expense, retain the services of a licensed cleaning service for all custodial activity required to keep the interior space of all office areas, all office equipment, and all administrative support and storage areas, in a safe, clean, including trash pick-up and removal, neat, orderly, and attractive condition. All trash shall be deposited in the designated containers provided by the Authority. If the AAR determines that such services are not satisfactory, the Contractor will be notified in writing, and corrective measures shall be performed by the Contractor within twenty-four (24) hours. In the event the Contractor fails

to perform the corrective measures within the time required, the Authority shall have the right to perform the corrective measures, and the Contractor shall promptly reimburse the Authority for the cost thereof.

- 1.10.4 The Contractor shall furnish cleaning solutions and materials, to include soap, sponges, buckets, brushes, extension poles, ladders, towels, wax, various cleaners and protectants (vinyl, tire, etc.), degreasers, and all other miscellaneous supplies and tools, as required for the washing and waxing of shuttle buses. The Contractor shall use alternative cleaners that are phosphate-free and biodegradable, and avoid products which cause adverse environmental effects. The provision of the washing and waxing supplies and equipment is a reimbursable item under Section 2.4 to the General Conditions.
- 1.10.5 The Contractor shall provide a minimum of one (1) Contractor-owned or leased vehicle to be on site at all times for Contractor's operational use, but shall not be used for Shuttle Bus Services. Each of the Contractor's motor vehicles brought onto the Authority's premises for the performance of this Contract shall have the Contractor's business name and/or logo prominently displayed on both front doors of such vehicle.
- 1.10.6 The Contractor shall provide leased or Contractor-owned shuttle buses, as directed by the AAR, for Special and/or peak travel seasons for the performance of the Shuttle Bus Services.
- 1.10.7 The Contractor shall provide Vehicle Locater Slips (see Attachment "H"). The Vehicle Locater Slips shall be in a form approved by the AAR. The printing of Vehicle Locater Slips is a reimbursable item under Section 2.4 to the General Conditions.
- 1.10.8 The Contractor agrees that the Authority shall have the right at all times, but not the obligation, to examine all equipment, vehicles, tools, and supplies used by the Contractor, or by its officers, employees, subcontractors or agents in the performance of the Contractor's obligations under this Contract. If any of the above is found to be unsafe or not in good working condition, the Authority has the right to direct the Contractor to, and the Contractor shall, remove it from service and repair or replace it promptly.

1.11 COMMUNICATIONS:

Contractor's Site Manager, Assistant Manager, Supervisors, and Dispatchers shall be available for communication with the AAR twenty-four (24) hours a day, seven (7) days per week. Contractor shall provide their respective contact information to the AAR.

1:12 KEY PERSONNEL:

1.12.1 Staffing – Contractor shall provide staff per the following requirements for each key position. The Authority shall have the right, in its sole discretion, to approve or reject Contractor's staff if the Authority advises in writing that such staff is objectionable to the Authority. Additionally, during the term of the Contract, the Authority may require that the Contractor promptly transfer from the Airport and replace the Site Manager, and/or Assistant Manager, if the Authority advises in

writing that such manager is objectionable to the Authority. Contractor shall employ all persons necessary to operate the Shuttle Bus Management Services in accordance with the approved Staffing Schedule provided to the AAR. Contractor shall not deviate from the Staffing Schedule unless written approval has been previously granted by the AAR. Contractor shall increase or decrease its staffing at such times, in such amounts and manner, and for such durations as directed by the AAR.

- 1.12.2 Site Manager The Contractor shall provide a Site Manager who shall carry out the day-to-day obligations of the Contractor under this Contract. The Authority requires the Site Manager be a full-time employee, locally based, and dedicated to the Authority's Shuttle Bus Service operation, devote his/her time exclusively to managing the Contractor's operations at the Airport, and have overall responsibility for the work to be performed by the Contractor under this Contract. The Site Manager shall work five (5) days per week (Monday through Friday), eight (8) hours per day (8:00 a.m. to 5:00 p.m.). The Site Manager shall be able to respond on-site at the Airport within thirty (30) minutes after receiving a request from the Authority. When the Site Manager is away from the Airport during the business hours required, an acting Site Manager shall be designated, and shall always be available to the Authority to act in the capacity of the Site Manager.
 - 1.12.2.1 The Site Manager shall possess and maintain a current and valid CDL in the State of Florida, with the applicable State of Florida license(s) required for commercial passenger bus transportation service, and have a minimum of five (5) years of verifiable experience in a management capacity involving commercial passenger bus transportation with at least two (2) years experience in airport bus transportation, which demonstrates the experience and skills necessary to manage the work to be performed under this Contract. The person designated by the Contractor as the Site Manager, and any replacement, shall be subject to the Authority's prior written approval.
 - 1.12.2.2 The Contractor agrees that the Site Manager shall represent the Contractor in the performance of the Contractor's obligations under this Contract. All instructions and notices given by the Authority to the Site Manager shall be as binding as if given to the Contractor, and all statements made by such Site Manager shall be as binding as if made by the Contractor. The Site Manager and/or designee shall be available to the Authority at any time in the event an emergency condition is declared by the Authority's Chief Executive Officer or his designee. Site Manager shall be required to attend all meeting(s) as requested by the AAR, including but not limited to, a monthly Shuttle Bus Management Services meeting with the AAR.
 - 1.12.2.3 The Site Manager shall be able to perform the duties of the Assistant Manager, Supervisor, Shuttle Bus Driver, and Shuttle Bus Dispatcher and Administrative Staff.

- 1.12.2.4 If the Contractor fails to provide a permanent Site Manager for a period exceeding twenty-one (21) calendar days, the Authority reserves the right to deduct \$275.00 per day from the Management Fee. The deductions shall start on the twenty-second (22nd) day.
- 1.12.3 Assistant Managers The Contractor shall provide a minimum of four (4) Assistant Managers who shall assist the Site Manager in the Contractor's operations at the Airport, under the direction of the Site Manager. The Authority requires the Assistant Managers be full-time, locally based, and dedicated to the Authority's Shuttle Bus Service operation, devoting his/her time exclusively to assisting the Site Manager. The Assistant Managers shall work a schedule to provide twenty-four (24) hour coverage.
 - 1.12.3.1 The Assistant Managers shall possess and maintain a current and valid CDL in the State of Florida, with the required State of Florida license(s) for commercial passenger bus transportation service, and have a minimum of three (3) years experience in a supervisory capacity involving commercial bus ground transportation services which demonstrates the experience and skills necessary to manage the work to be performed under this Contract. The Assistant Managers shall be able to perform the duties of the Site Manager, Supervisor, Shuttle Bus Driver, Shuttle Bus Dispatcher and Administrative Staff. The Assistant Managers, and any replacement, shall be subject to the Authority's prior written approval.
 - 1.12.3.2 At a minimum one (1) Assistant Manager shall be responsible for Safety, Employee Training and Quality Assurance Program which includes the following:
 - 1.12.3.2.1 Inspect, evaluate and monitor operations, equipment and processes in working areas to ensure compliance with, government safety regulations, Authority safety procedures and industry standards.
 - 1.12.3.2.2 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.
 - 1.12.3.2.3 Investigate accidents to identify their root cause(s) and determine/recommend potential changes to prevent similar occurrences in the future.
 - 1.12.3.2.4 Be responsible for ensuring all performed services meet the established standard of quality service and performance.
 - 1.12.3.2.5 Develop and administer all training. Identify training needs and organize training to meet quality standards.

- 1.12.3.2.6 Develop and implement Quality Assurance and Quality Control Programs.
- 1.12.3.3 If the Contractor fails to provide four (4) Assistant Managers for a period exceeding twenty-one (21) calendar days, the Authority reserves the right to deduct \$225.00 per day per person from the Management Fee. The deductions shall start on the twenty-second (22nd) day.
- 1.12.4 Administrative Staff The Contractor shall provide a minimum of two (2) Administrative Staff, who shall work five (5) days per week (Monday through Friday), eight (8) hours per day (8:00 a.m. to 5:00 p.m.) at the Airport to support the administrative requirements for the Shuttle Bus Management Services, and devote their time exclusively to providing administrative support to the Site Manager and Assistant Managers for the work performed for this Contract. Administrative Staff duties include, but not limited to, payroll, customer service, records management, invoices and any other administrative duties deemed necessary for the performance of this Contract.
 - 1.12.4.1 If the Contractor fails to provide two (2) Administrative Staff employees for a period exceeding twenty-one (21) calendar days, the Authority reserves the right to deduct \$150.00 per day per person from the Management Fee. The deductions shall start on the twenty-second (22nd) day.
- 1.12.5 Supervisors The Contractor shall provide Supervisors for the supervision of the Shuttle Bus Services, under the direction of the Site Manager and Assistant Managers. The Contractor's Supervisors shall possess and maintain a current and valid CDL in the State of Florida, with the required State of Florida license(s) for commercial passenger bus transportation service, and have a minimum of two (2) years of experience in a supervisory capacity involving commercial bus passenger transportation services, which demonstrates the experience and skills necessary to manage the work to be performed under this Contract. The Contractor's Supervisors shall be able to perform the duties of the Shuttle Bus Driver and Shuttle Bus Dispatcher. The persons designated by the Contractor as Supervisor, and any replacement, shall be subject to the Authority's prior written approval.
- 1.12.6 Shuttle Bus Drivers The Contractor shall provide Shuttle Bus Drivers that shall, in addition to performing the Shuttle Bus Services required herein, greet passengers, be courteous and friendly to all passengers, have the physical ability to assist passengers with the loading and unloading of their luggage up to sixty (60) pounds per item (which loading and unloading shall be a requirement for Shuttle Service Driver(s) performing Economy Shuttle Service), know the Airport layout and all destination points, fueling of the shuttle buses, and answer questions of a routine nature, including direction to a specific or general location, names of destinations, such as hotels, restaurants, cultural, public, governmental and civil destinations. The Authority reserves the right to reject any one or more Shuttle Bus Drivers for the Authority's Shuttle Bus Service if they do not meet all of the minimum requirements.

- 1.12.6.1 Shuttle Bus Drivers must possess and maintain a current and valid CDL in the State of Florida, with the required State of Florida license(s) required for commercial passenger bus transportation service.
- 1.12.6.2 Contractor shall monitor and report to the Authority any driver (after determined qualified and hired) that is cited for any traffic violation which results in citation points or a felony offense. Contractor shall administer procedures to properly manage such driver records and shall notify the Authority of any driver record violations, including but not limited to, license suspension(s) and felony offense(s).
- 1.12.6.3 Shuttle Bus Drivers must comply with all background check requirements. The Contractor shall provide background checks to the Authority upon demand.
- 1.12.6.4 Shuttle Bus Drivers must have at least one (1) year of experience operating a commercial passenger bus transportation service or other commercial passenger transportation vehicle with a CDL and any other required license(s).
- 1.12.6.5 Contractor must require that drivers undergo a pre-employment medical examination, which will include drug and alcohol testing, and drivers must comply with the Authority approved drug and alcohol prevention and testing programs for its employees.
- 1.12.7 Shuttle Bus Service Dispatchers The Contractor shall provide Shuttle Bus Service Dispatchers that shall be responsible for facilitating, monitoring, and documenting all Shuttle Bus Service, including trip schedules and customer service issues, under the direction of the Site Manager, Assistant Managers, and Supervisors. The Shuttle Bus Dispatchers should have required experience and knowledge in dispatch service to include visual observations, radio dispatch, and telephone capabilities, and have a minimum of six (6) months experience in the dispatching of commercial passenger transportation vehicles.
- 1.12.8 Shuttle Bus Washer The Contractor shall provide Shuttle Bus Washer(s) that shall be responsible for washing, waxing, and cleaning the exteriors of the buses, and shall document such, of each shuttle bus on the appropriate intervals. The Shuttle Bus Washer(s) shall possess and maintain a current and valid CDL in the State of Florida, with the required State of Florida license(s) required for commercial passenger bus transportation service.

1.13 UNIFORMS:

1.13.1 While performing work under this Contract at the Airport, Contractor's employees shall wear neat-appearing uniforms that shall consist of long trousers and a button type shirt with Company logo and shall be approved in advance by the Authority.

- 1.13.2 Should the primary Contractor employ subcontractors to perform a portion of the work hereunder, the subcontractor's uniforms must match the Contractors uniforms. However, the subcontractor may, with the approval of the Contractor, use its own name and logo on the uniforms.
- 1.13.3 Contractor shall furnish each of its supervisory personnel a uniform which includes the company identification on the outside to distinguish them from the nonsupervisory personnel.
- 1.13.4 All Contractor's and Subcontractor employee(s) (supervisory or non-supervisory) working under this Contract that have public contact and are found not wearing a uniform which complies with the provisions of this Section shall immediately be suspended from further duties hereunder until such time as the employee returns wearing the proper uniform.
- 1.13.5 The AAR shall review and approve uniforms and name tags proposed by the Contractor.
- 1.13.6 The provision of uniforms is a reimbursable item under Section 2.4 to the General Conditions.

1.14 CHANGES IN MANAGEMENT:

Contractor agrees to provide and review with the Authority any changes to the Site Manager or Assistant Managers at least two (2) weeks before any significant change occurs in management reporting relationships.

PART TWO - PRODUCTS

2.1 Not applicable.

PART THREE - EXECUTION

3.1 GENERAL OPERATIONS:

The intended purpose of the Authority in entering into this Contract is to ensure that a high level of service is made available to the public and other Airport users and that the Authority's business goals are met. Contractor shall manage staff and maintain and operate the Shuttle Bus Management Services as set forth in this Specification. Contractor represents to the Authority that its Staffing Plan is consistent with attaining the standards required in this Contract. Contractor shall operate the Shuttle Bus Management Services in a first-class manner, in accordance with the terms of this Contract and Performance Requirements. Contractor shall take all reasonable steps to ensure that prompt, courteous and efficient service is provided to all users of the Shuttle Bus Management Services.

3.2 PERFORMANCE REQUIREMENTS:

3.2.1 The Contractor shall perform the obligations, services and functions specified herein in strict adherence to this Specification and in accordance with applicable industry standards.

- 3.2.2 The Contractor shall supply sufficient authorized personnel to perform Shuttle Bus Services and to provide adequate management and supervision to assure that the quality of service required by the Authority is maintained at all times.
- 3.2.3 The Contractor shall coordinate and adjust its activities to the needs and requirements of the Authority, and shall perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations and activities of the Authority.
- 3.2.4 The Contractor shall maintain communication on a daily basis with the Authority's Vehicle and Equipment Maintenance Services Contractor for coordination of all vehicle maintenance issues. Except as otherwise directed by the AAR, the Contractor shall deliver shuttle buses to the Vehicle and Equipment Maintenance Services Contractor for preventative maintenance, or other maintenance work, on the schedule specified and as required by the Vehicle and Equipment Maintenance Services Contract. In addition, the Contractor shall perform daily inspections of the shuttle buses to assess all fluid levels and operating conditions.
- 3.2.5 The Contractor shall immediately notify the AAR and the Authority's Vehicle and Equipment Maintenance Services Contractor in the event of any break-down or other needs for bus repair. The notification supplied by the Contractor shall be documented with the details of the event. The Contractor's Supervisors, Site Manager, or Assistant Managers shall research and verify any shuttle bus safety or maintenance item reported by the Shuttle Bus Driver that requires a shuttle bus be removed from service, and when such maintenance condition is verified by the Contractor's Supervisors, Site Manager, or Assistant Managers, the shuttle bus (if operable) will be delivered to the Authority's Vehicle and Equipment Maintenance Services Contractor. The Contractor shall maintain an "Out Of Service" log for shuttle buses that are removed from service (see Attachment "I").
- 3.2.6 The Contractor shall facilitate, coordinate, and provide shuttle buses for pest control services to the Authority's Pest Control Contractor. The Contractor shall maintain continuous Shuttle Bus Service at all times, and such pest control services shall not provide the Contractor an exemption from Shuttle Bus Trip Services Requirements or Performance Deductions as specified in Specification Sections 3.8 and 3.9.
- 3.2.7 The Contractor shall clean the interior of the shuttle buses daily and keep them clean during the term of the Contract. Cleaning shall include, but not be limited to, sweeping/vacuuming interior, cleaning of buses' windows and flooring, wiping bus seating, cleaning of bodily fluids, and removing all trash from the interior of buses. Additionally, Shuttle Bus Drivers will be responsible for ensuring the interior of buses are maintained in a neat and presentable manner, and removing all trash from the interior of the buses throughout their work shift. Contractor's noncompliance with this specification will result in bus(s) being considered in an Unclean Condition as specified in Specification Section 3.9.2.
- 3.2.8 In the event that the Contractor fails to operate the Shuttle Bus Service on time, the Contractor shall notify the AAR immediately and explain the cause or causes for such delays. Such notifications by the Contractor may not provide the

Contractor exemption from Shuttle Bus Trip requirements or Performance Deductions as specified in Specification Section 3.9.

- 3.2.9 Contractor shall provide customers using the Economy Shuttle Service and Overflow Economy Shuttle Service with Vehicle Locater Slips.
- 3.2.10 Contractor shall be responsible for keeping its shared-use spaces located at 8200 Casa Verde Road and 5501 Cargo Road, in a clean and neat manner at all times.

3.3 STAFFING SCHEDULE:

- 3.3.1 The staffing schedule shall be approved by the AAR and 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.
- 3.3.2 The Contractor shall be capable of adding additional staff as needed. The Contractor shall also be capable of implementing a new schedule within ten (10) days of written notice from the AAR.
- 3.3.3 The Contractor shall ensure that at least one (1) Manager or Assistant Manager be available on-site at all times.

3.4 SAFETY AND CUSTOMER SERVICE TRAINING:

"The Orlando Experience" is to create, operate and maintain first class, state-of-the-art facilities for the traveling public, and for the residents of the communities in the region. The Contractor understands that customer service and safety are issues which they have considered before entering into a Contract to provide Shuttle Bus Management Services at OIA; that travelers and staff at OIA will expect that the quality of services provided by the Contractor and the Contractor's personnel will be of the highest standard and consistent with "The Orlando Experience." The Contractor agrees that the conduct, attitude, and performance of their staff is materially critical to meeting the goals of "The Orlando Experience"; agrees that it is in the best interest of all concerned that travelers and employees at the airport be provided with services of the highest quality; and that the Contractor will be held to the highest standard in providing such services as described herein.

- 3.4.1 The Contractor shall provide each employee engaged in the performance of work under this Contract with Safety and Customer Service Training needed to competently perform the work hereunder. The Contractor shall also provide adequate personnel training in accordance with all applicable Federal, State and City Requirements and Specifications, the Authority's Customer Service requirements, as well as the Contractor's own curriculum and standards pertinent to Shuttle Bus Services.
- 3.4.2 The Contractor shall also provide and ensure that personnel having public contact receive a minimum of four (4) hours of Customer Service Training and two (2) hours of Safety Training prior to commencement of duties and recurring on an annual basis.

- 3.4.3 In addition to the Contractor's Customer Service training, the Authority may require the Contractor's employees to attend the Authority's Customer Service training program.
- 3.4.4 The Contractor shall maintain as part of each employee's employment record a training record that shall show, at a minimum, the employee's name, date of employment, and the type and date of each training class attended. The Contractor shall provide a copy of the training records to the Authority upon request.
- 3.4.5 The Contractor shall conduct on-going training and employee development programs for various classifications of personnel. The training programs shall be submitted within ten (10) days of the commencement of the Contract and shall consist of at least three (3) independent methods of training.
 - 3.4.5.1 Classroom training which shall include, but not be limited to, class discussions of pertinent rules and regulations, and customer service and public relations;
 - 3.4.5.2 On-the-job training which shall be under the supervision of the Contractor's Site Manager, Assistant Manager, or Supervisor with a predetermined lesson plan approved by the AAR; and
 - 3.4.5.3 Training manuals that shall consist of written rules and procedures, reference information, study materials. The manuals shall include examinations for use during classroom and on-the-job training, and the topics specifically provided below in this section.
- 3.4.6 The Contractor shall develop programs for both initial and annual recurring training for all its employees and all positions. Such programs shall be reviewed and approved by the Authority.
 - 3.4.6.1 Initial training shall be completed prior to independent operation of any equipment.
 - 3.4.6.2 Recurring training shall be focused on equipment that is not used regularly (i.e., wheelchair lifts, etc.), and customer service for those personnel whose contact with the public is limited. Recurring training shall be completed annually.
- 3.4.7 The Contractor shall provide a manual specifically for OIA to be used by the Contractor's personnel, which shall address, at a minimum, the following topics:
 - 3.4.7.1 Vehicle safety procedures (to include ADA requirements);
 - 3.4.7.2 Passenger assistance, customer service, and public relations;
 - 3.4.7.3 Effective verbal communications skills and radio communication skills;
 - 3.4.7.4 Knowledge of traffic laws and Airport security and emergency procedures; and

3.4.7.5 Familiarity with procedures as outlined in this Contract Specification.

3.5 LEASED OR OWNED BUS POOL:

The Contractor shall make provision to have available upon request a pool of up to ten (10) leased or owned buses in a variety of sizes with the capability to carry a minimum of twenty (20) passengers per bus and having furnishings, amenities and a running condition of the character and quality of the buses provided by the Authority under this Contract, in order to respond within ten (10) days of the AAR's request for special Shuttle Bus Service for the Authority's seasonal and holiday requirements. Contractor shall provide such additional Shuttle Bus Service as directed by the AAR, with all costs inclusive in the specified Leased Owned Bus Hourly Rate, including but not limited to, bus, driver, driver processing costs (such as background checks, identification and badge costs, keys, etc.), fuel, toll road charges, insurance, maintenance, and upkeep. There will be no commercial lane fee(s) assessed to Additional Bus Service in the performance of this Contract.

3.6 SHUTTLE BUS WASHING AND WAXING SERVICES:

- 3.6.1 The bus washing and waxing services shall be performed at the on-site wash bay. The Contractor shall be responsible to drive or move the buses from the adjacent bus parking lot to the wash bay and return the bus to the parking lot when finished.
- 3.6.2 The Contractor shall inspect and report to the AAR any damaged bus finishes, or any problems or issues noticed that are related to the Authority provided water recycling system, low pressure washer, or wash bay facility, prior to performing washing and waxing services.
- 3.6.3 The Contractor shall utilize methods and equipment in accordance with industry standards and the vehicles manufacturer's specifications to remove all loose, adhered, and/or impregnated soils including, but not limited to, oil residue, gum, tree sap, road dirt, tar, and all other miscellaneous foreign materials.
- 3.6.4 The buses shall be washed, at a minimum, once per week; and waxed, at a minimum, twice per year.
- 3.6.5 Currently thirty-two (32) of the forty-two (42) buses are wrapped with 3M Controltac and Window vision vinyl with front lamination. The buses that are wrapped require attention during washing to prevent delamination. Services provided shall be in accordance with the laminate manufacturer's specifications and all applicable code requirements.
- 3.6.6 The Contractor shall take care when washing and waxing the exterior of the wrapped buses. At no time shall the Contractor use a pressure washer to clean the wrapped buses, other than the low pressure washer provided by the Authority. Cleaning of the wrapped buses should be accomplished by low pressure or by hand to prevent the delamination. In addition, automotive spray-on wax shall be used on the non-wrapped buses and on the non-laminated areas of the wrapped buses.

- 3.6.7 The Contractor shall wash the exterior of the bus front, back, sides, and top. Contractor shall clean the wheels and tires to remove road dirt, mud and brake dust, and shall clean all exterior glass and mirrors. The Contractor shall not stand on the roof of the bus while washing the bus roof, a ladder with an extension pole with a soft brush shall be utilized. A squeegee may be used for the exterior windows.
- 3.6.8 The AAR and the Contractor shall conduct random inspections of buses after washing and waxing services have been performed. Any deficiencies noted during an inspection shall be addressed to the satisfaction of the AAR.

3.7 SHUTTLE BUS SERVICES TRIP REQUIREMENTS:

The Contractor shall operate all Shuttle Bus Services over the routes determined by the Authority and at the direction of the AAR. The Authority, at its discretion, may direct the Contractor to increase or decrease the frequency of service, and/or make changes to the bus pick-up or drop-off location or routes as necessitated by demand. The Authority will provide a notice of at least two (2) calendar days prior to any change, except in emergency situations as directed by the AAR.

3.8 PERFORMANCE STANDARDS/DEDUCTIONS:

Contractor shall be required to meet or exceed certain performance standards in its management of shuttle bus services at OIA. To ensure that performance standards are met, the Authority may assess deductions to the monthly Management Fees, at the discretion of the AAR, if such performance is not met. The determination as to whether performance has been adequately met shall be at the reasonable discretion of the AAR. The AAR shall issue a written notice to the Contractor when any of the performance standards are not met.

The Authority will provide the Contractor a monthly 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:

3.8.1 Customer Complaint: For any valid written or verbal complaint received by the Authority for a situation that, in the sole discretion of the AAR, is directly caused by Contractor or its staff, the AAR may, in its sole discretion, apply the following deduction(s):

More than three (>3) per month for Economy Shuttle Service = A \$250 deduction for the fourth (4th) Customer Complaint and a \$250 deduction for each additional Customer Complaint.

More than four (>4) per month for Employee Shuttle Service = A \$250 deduction for the fifth (5^{th}) Customer Complaint and a \$250 deduction for each additional Customer Complaint.

3.8.2 Unclean Condition: For any unclean condition of a Shuttle Bus, or shared space assigned to the Contractor, for which the Contractor is responsible for maintaining in a clean, neat, and presentable manner (as defined in Specification 3.2), the AAR may, in its sole discretion, apply the following deduction(s):

More than two (>2) per month for Economy Shuttle Service = A \$250 deduction for the third (3rd) Unclean Condition and a \$250 deduction for each additional Unclean Condition.

More than two (>2) per month for Employee Shuttle Service = A \$250 deduction for the third (3rd) Unclean Condition and a \$250 deduction for each additional Unclean Condition.

More than two (>2) per month for Contractor's assigned space = A \$250 deduction for the third (3rd) Unclean Condition and a \$250 deduction for each additional Unclean Condition.

Note: A Customer Complaint involving Unclean Condition will apply to the performance criteria for Unclean Condition requirements only. Contractor will not be assessed a second deduction for Customer Complaint for an Unclean Condition complaint.

3.8.3 Missed Run: For a scheduled trip for the Employee Shuttle Service, Economy Shuttle Service or Terminal to Annex Building Route that is not performed in accordance with Shuttle Bus Service, the AAR may, in its sole discretion, apply the following deduction(s):

More than three (>3) per month for Economy Shuttle Service = A \$250 deduction for the fourth (4^{th}) Missed Run and a \$250 deduction for each additional Missed Run.

More than three (>3) per month for Employee Shuttle Service = A \$250 deduction for the fourth (4^{th}) Missed Run and a \$250 deduction for each additional Missed Run.

More than three (>3) per month for Terminal to Annex Building Service = A \$250 deduction for the fourth (4th) Missed Run and a \$250 deduction for each additional Missed Run.

3.9 START UP AND TRANSITION:

The AAR shall evaluate the Contractor's performance throughout the Contract period; however during the first thirty (30) days of Contract performance, deductions for Performance Standards shall not be assessed if the Contract is awarded to a Bidder other than the current Contractor for these services. This thirty (30) day grace period is intended to help facilitate an orderly transition upon Contract commencement. The delay or failure by the AAR at any time to insist upon a strict performance of any of the standards set forth herein or to exercise any rights or remedies arising from a breach or failure to meet such standards shall not be deemed a waiver thereof or of any subsequent breach, failure,

or default. The agreement not to deduct for failure to comply with the Performance Standards shall not be a waiver of any other rights the Authority has hereunder, including rights of termination.

3.10 EVALUATION OF SHUTTLE BUS SERVICES:

- 3.10.1 The Authority has the right to evaluate and inspect all services required in this Contract and all buses and facilities, to the extent practicable at all times and places. The Authority shall perform evaluations and inspections in a manner that will not unduly delay the work of Contractor. No evaluation or right of inspection by the Authority shall relieve the Contractor of any performance or inspection obligations hereunder.
- 3.10.2 The Authority, at its sole discretion, will conduct inspections by various methods, including but not limited to, customer complaint investigation, visual inspection, trip data research, camera/video file, and Investigative Services, to determine compliance with these Specifications.
- 3.10.3 In the sole discretion of the AAR, if it is determined that the services performed by Contractor or any subcontractor do not conform to Contract requirements, the occurrence will be documented and the Contractor's Site Manager or Assistant Manager will be notified. Such events shall be documented and applied to the Performance Requirements Evaluation, and a Performance Deduction may be applied to the Contractor as a deduction from payment due hereunder to the Contractor as specified in the Specifications or any other remedies available hereunder.

3.11 CLAIMS AND COMPLAINTS:

- 3.11.1 The Contractor shall document, process and promptly report to the Authority all verbal and written complaints and all claims made for personnel injury, loss or damage to vehicles or other property.
- 3.11.2 The Contractor shall maintain a record for such complaints in a form approved by the AAR. In the event that any written complaint with respect to Contractor's operations at the Airport is delivered to Contractor, the Contractor shall deliver a copy of such complaint to the AAR within twenty-four (24) hours after receipt of such complaint.
- 3.11.3 The Contractor shall immediately investigate each complaint and make a good faith attempt to explain, resolve, and rectify the cause of the complaint and prepare, within five (5) business days from the date the complaint was received, a written response for the Authority to review. The Contractor's failure to satisfactorily resolve a customer complaint, at the sole satisfaction of the AAR, within five (5) business days will be categorized as an additional complaint, and may result in a deduction in payment to the Contractor.
- 3.11.4 The Contractor shall notify the AAR when the complaint is resolved and specify the nature of the resolution. Contractor shall respond in writing to the person who filed the complaint and provide a copy of the written response to the AAR.

- 3.11.5 The Contractor's representative involved in handling customer complaints should be well versed in dealing effectively with customers, to include thorough research and resolution of complaints.
- 3.11.6 The Contractor shall place emphasis on assisting customers and preventing recurrence of the situations leading to complaints.

3.12 REPORTS:

Contractor shall generate the daily and monthly reports in a form, including electronic or computer format, that is acceptable to the AAR and shall submit them on a daily or monthly basis, as appropriate, to the AAR. Additionally, Contractor shall generate and submit such other detail reports at such times as the AAR may direct the Contractor to submit. The following is the information the Authority currently requires in its monthly reports. The AAR reserves the right to modify the reporting procedures, format, and content of any report as it deems necessary.

- 3.12.1 Analysis of the Shuttle Bus Service's monthly Summary of Operations for the preceding month (Attachments "J-1" and "J-2").
- 3.12.2 Contractor Personnel Schedule to include shift hours, employee names, and schedule duration dates.
- 3.12.3 Monthly Activity Log that lists daily bus usage for total trips, starting and ending mileage, passenger count, and average ridership per trip (Attachments "K-1" and "K-2").
- 3.12.4 Any reports required under the Contractor's requirements concerning Quality Control, including shift discrepancy reports submitted by Contractor personnel, such as, Customer Complaints, Reported Incidents or Accidents, Special Services, and Passenger Injuries (Attachments "L-1", "L-2", "L-3", and "L-4").
 - 3.12.4.1 The Contractor shall immediately notify the AAR of any incidents or accidents arising out of the performance of this Contract involving property damage or personal injury, with an assessment of any damage or reported injury, along with the names of the individuals in the vehicle at the time of the incident or accident.
 - 3.12.4.2 The Contractor shall promptly complete any report forms required by the Authority and AAR describing any such incident or accident. Contractor shall be solely responsible for claims arising out of any such incident or accident as provided in the General Conditions.
- 3.12.5 Contractor Daily Shuttle Bus Maintenance Log which includes a color coded operating status of each Shuttle Bus, including ADA components and other equipment status information. (Attachment "M").
- 3.12.6 Contractor Payroll Records for Contractor's personnel performing work for this Contract.
- 3.12.7 Any other report required by the AAR.

3.13 QUALITY CONTROL PROGRAM:

- 3.13.1 The Contractor shall develop and maintain a Quality Control Program (QC Program) to ensure that its Shuttle Bus Management Services meet the requirements of this Specification. At a minimum, the QC Program shall include the following:
 - 3.13.1.1 Procedures that identify, prevent, and ensure non-recurrence of services not in compliance with this Specification.
 - 3.13.1.2 An Inspection Schedule for all locations, including but not limited to, the locations in which the Employee Shuttle Service, Economy Shuttle Service, Overflow Economy Shuttle Service, and Special Request/Emergency Shuttle Bus Service are performed. It must specify the areas to be inspected on both a scheduled and unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who shall perform the inspection(s).
 - 3.13.1.3 Define the method for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unsatisfactory.
 - 3.13.1.4 A file of all QC inspections conducted and the corrective action taken. This documentation shall be made available to the AAR upon request throughout the term of the Contract. The AAR reserves the right to require the Contractor to provide a copy of this documentation upon demand.
- 3.13.2 An updated copy of the QC Program must be provided to the AAR if any changes are made.
- 3.13.3 The AAR shall review the Contractor's QC Program. If the QC Program does not adequately address the requirements of this Section, as determined at the sole discretion of the AAR, the AAR will notify the Contractor in writing. The Contractor will have ten (10) days to make the QC Program adjustments.

3.14 AUTHORITY QUALITY ASSURANCE:

Contractor performance will be evaluated to determine if it meets the Specification requirements. Periodic inspections will be the primary basis of contract compliance methodology for all required service items unless otherwise indicated in this Specification.

3.15 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.

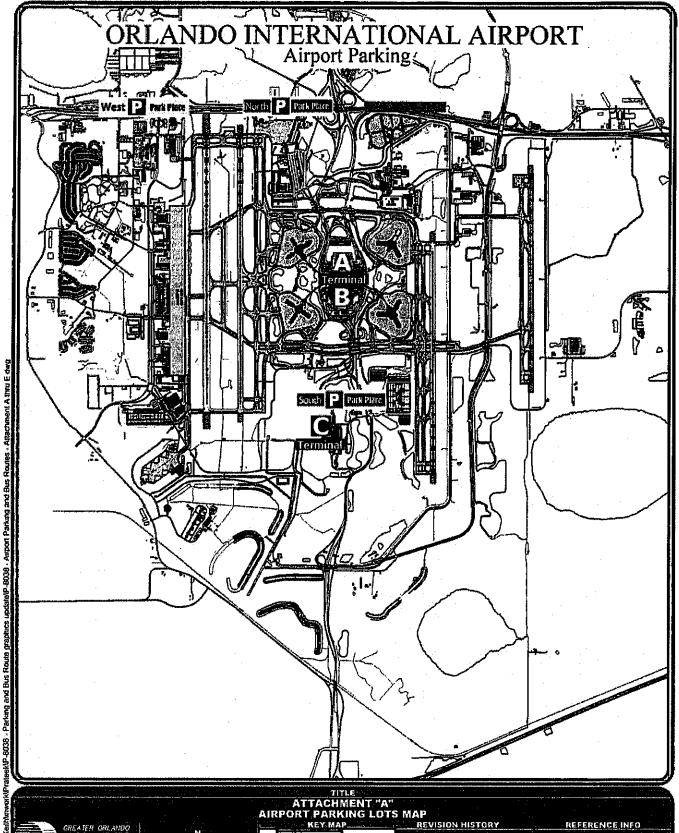
3.16 INSPECTION AND APPROVAL:

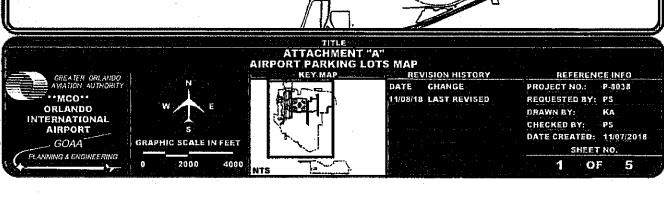
Upon completion, the AAR will inspect areas where work has been performed. The Contractor shall provide daily work sheets stating area where work was accomplished, name(s) of personnel and hours worked. The AAR shall sign off the daily work ticket when work is satisfactorily completed. Contractor must correct deficiencies noted during inspection within seven (7) working days following receipt of written notice of such deficiency.

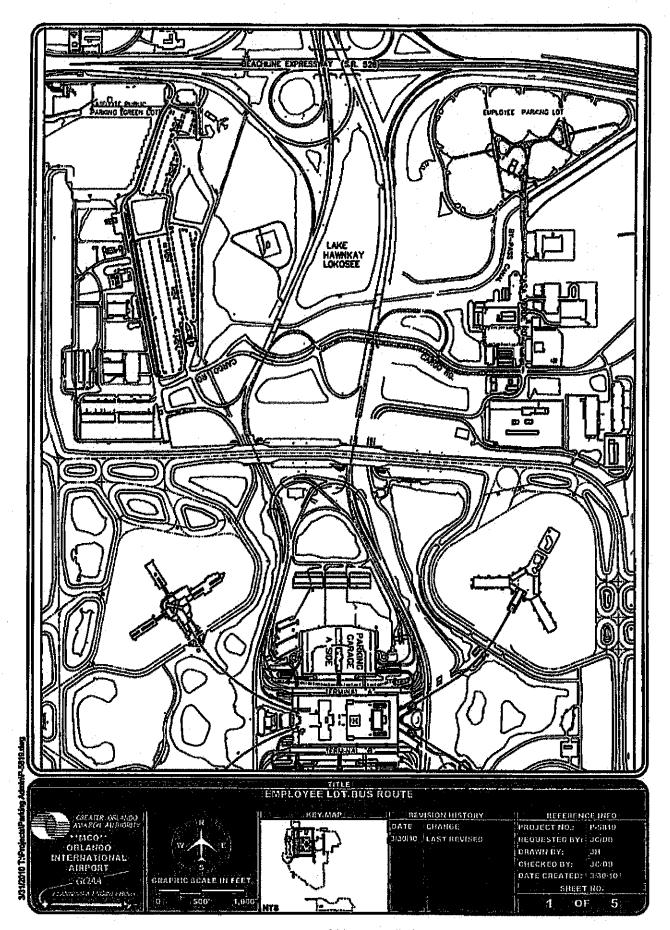
3.17 USE OF PREMISES:

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

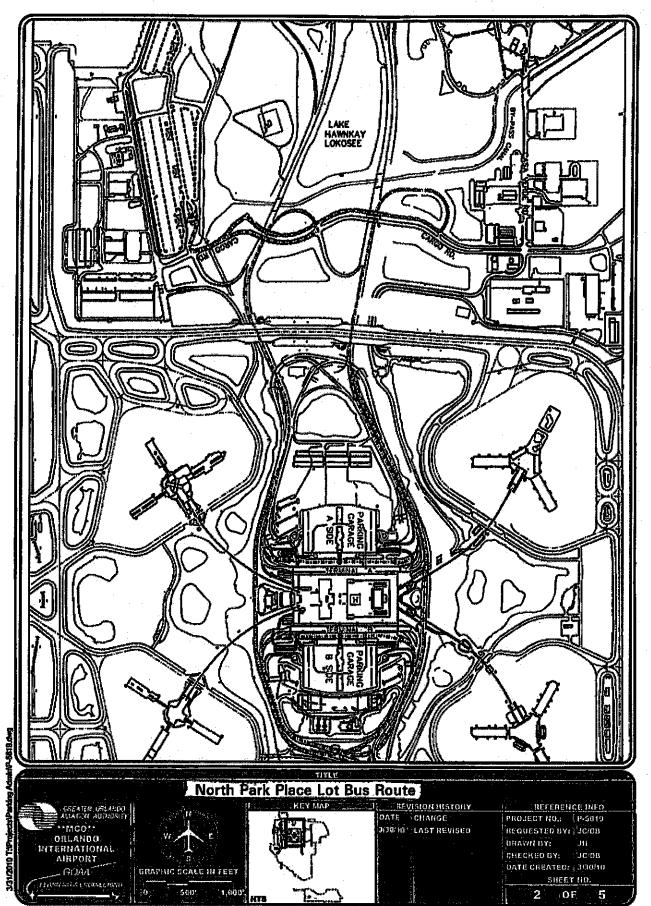
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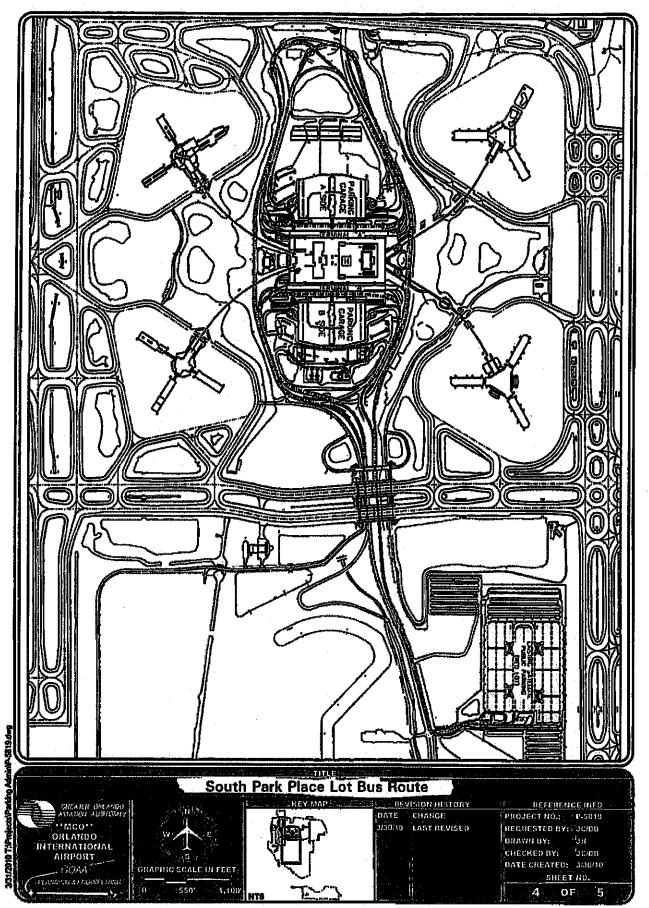




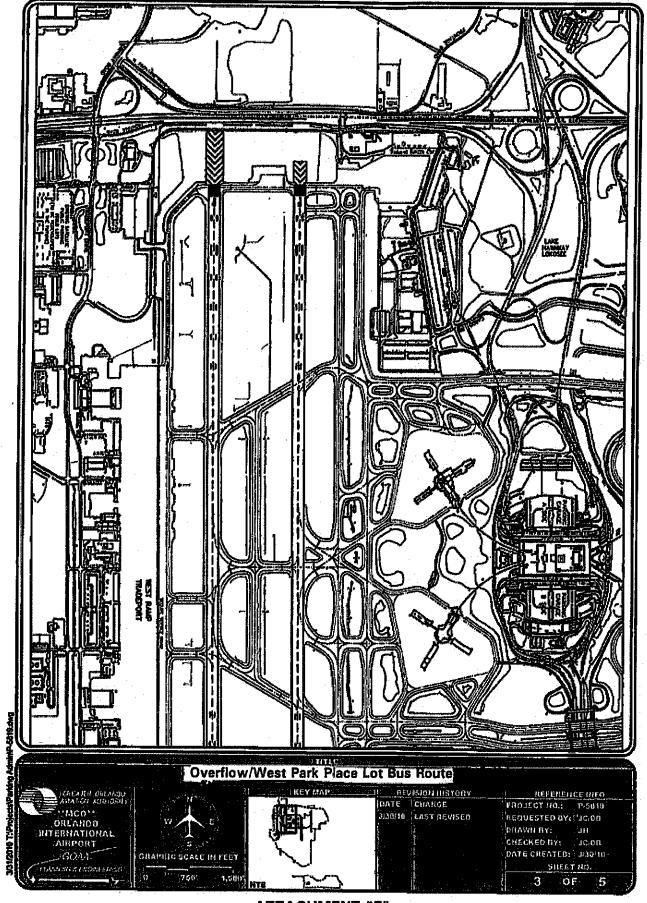
ATTACHMENT "B"
Francovee Lot Rus Route



ATTACHMENT "C"
North Park Place Lot Bus Route



ATTACHMENT "D"
South Park Place Lot Bus Route



ATTACHMENT "E"

Overflow/West Park Place Lot Bus Route

ATTACHMENT "F-1"

EMPLOYEE SHUTTLE FREQUENCY SCHEDULE P.M.

FREQ	12:00 - 12:59	Run#	Return	FREQ	13:00 13:59	Run#	Return	FR	EQ	14:00 14:59	Run#	Return	1.	FREQ	15:00 - 15:59	Run#	Return
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0:02	12:02	20	12:26	0:04	13:04	8	13:28	0:	02	14:02	20	14:26		0:04	15:04	8	15:28
0:02	12:04	5	12:28	0:04	13:08	9	13:32	0:	02	14:04	11	14:28		0:04	15;08	-9	15:32
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ATTACHMENT "F-1"

EMPLOYEE SHUTTLE FREQUENCY SCHEDULE A.M.

FREQ	00:00 - 00:59	Run#	Return	FREQ	01:00 - 01:59	Run#	Return	FREQ	02:00 - 02:59	Run#	Return	FREQ	03:00 - 03:59	Run#	Return
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0:04	00:16	14	0:40	0:04	1:12	16 21	1:38	0:04	2:12	13	2:36	0:04	3:08	15	3:32
0:04	00:20	21	0:44	0:04	1:20	18	1:40 1:44	0:04	2:20	15	2:40 2:44	0:04	3:12 3:16	16	3:35
0:04	00:24	16	0:48	0:04	1:24	13	1:48	0:04	2:24	16	2:48	0:04	3:20	18	3:40 3:44
0:04	00:28	17	0:52	0:04	1:28	14	1:52	0:04	2:28	. 17	2:52	0:04	3:24	13	3:48
0:04	00:32	18	0:56	0:04	1:32	15	1:56	0:04	2:32	18	2:56	0:02	3:26	19	3:50
0:04	00:36	13	1:00	0:04	1:36	16	2:00	0:04	2:36	13	3:00	0:02	3:28	14	3:52
0:04	00:40	14	1:04	0:04	1:40	17	2:04	0:04	2:40	14	3:04	0:04	3:32	15	3:56
0:04	00:44 00:48	15	1:08	0:04	1:44	21	2:08	0:04	2:44	15	3:08	0:04	3:36	16	4:00
0:04	00:52	21 17	1:12	0:04	1:48 1:52	13	2:12	0:04	2:48	16	3:12	0:04	3:40	17	4:04
0:04	00:56	18	1:20	0:04	1:56	15	2:16 2:20	0:04	2:56	17 18	3:16	0:04	3;44 3;48	18 13	4:08
0,04	55.55		1.20	0.04	1.50		2:20	0.04	2.50	10	3:20	0:04	3:50	19	4:12 4:14
												0:02	3:52	14	4:16
												0:04	3:56	15	4:20
									_						
15				15	I			15]			18			
CEDEA I	A/ 4 T														
FREQ 0:04	04:00 - 04:59 4:00	Run #	Return	FREQ	05:00 - 05:59	Run#	Return	FREQ		Run#	Return	FREQ	07:00 - 07:59	Run#	Return
0:04	4:04	17	4:24	0:04	5:00 5:02	19	5:24	0:04	6:00 6:04	- 4	6:24	0:04	7:00	1	7:24
0:04	4:08	18	4:32	0:02	5:04	2	5:26 5:28	0:04	6:08	6	6:28	0:04	7:04 7:08	3	7:28
0:04	4:12	1	4:36	0:04	5:08	3	5:32	0:04	6:12	1	6:36	0:04	7:12	4	7:32 7:36
0:02	4:14	19	4:38	0:04	5:12	4	5:36	0:02	6:14	19	6:38	0:04	7:16	5	7:40
0:02	4:16	2	4:40	0:04	5:16	5	5:40	0:02	6:16	2	6:40	0:04	7:20	6	7:44
0:04	4:20	3	4:44	0:04	5:20	6	5:44	0:04	6:20	3	6:44	0:04	7:24	19	7:48
0:04	4:24	4	4:48	0:04	5:24	1	5:48	0:04	6:24	4	6:48	0:04	7:28	2	7:52
0:04	4:28	5	4:52	0:02	5:26	19	5:50	0:04	6:28	5	6:52	0:04	7:32	3	7:56
0:04	4:32	6	4:56	0:02	5:28	2	5:52	0:04	6:32	6	6:56	0:04	7:36	4	B:00
0:04	4:36 4:38	19	5:00 5:02	0:04	5:32 5:36	3 4	5:56	0:04	6:36 6:40	2	7:00	0:04	7:40 7:44	5	8:04
0:02	4:40	2	5:04	0:04	5:40	5	6:00 6:04	0:04	6:44	3	7:04	0:04	7:48	6	8:08
9:04	4:44	3	5:08	0:04	5:44	6	6:08	0:04	6:48	4	7:08 7:12	0:04	7:52	19	8:12 8:16
0:04	4:48	4	5:12	0:04	5:48	1.	6:12	0:04	6:52	5	7:16	0:04	7:56	3	8:20
0:04	4:52	5	5:16	0:02	5:50	19	6:14	0:04	6:56	6	7:20	·		1	
0:04	4:56	. 6	5:20	0:02	5:52	2	6:16								
				0:04	5:56	3	6:20								
17															
				18				16_				15			
FREQ	08:00 - 08:59	Run#	Réturn	FREQ	09:00 - 09:59	Run#	Return	FREQ	10:00 - 10:59	Run#	Return	FREQ	1100 - 11:59	Run#	FROM
0:04	8:00	4	8:24	0:04	9:00	1	9:24	0:04	10:00	4	10:24	0:04	11:00	1	11:24
0:04	8:04	5	8:28	0:04	9:04	2	9:28	0:04	10:04	5	10:28	0:04	11:04	2	11:28
0:04	8:08	6	8:32	0:04	80:9	3	9:32	0:04	10:08	6	10:32	0:04	11:08	3	11:32
0:04	8:12	1	8:36	0:04	9:12	4	9:36	0:04	10:12	1	10:36	0:04	11:12	4	11:36
0:04	8:16	2	8:40	0:04	9:16	19	9:40	0:04	10:16	2	10:40	0:02	11:14	20	11:38
0:04	8:20	19	8:44	0:04	9:20	6	9:44	0:04	10:20	3	10:44	0:02	11:16	5	11:40
0:04	8:24	5	8:48	0.04	9:24	-1	9:48	0:04	10:24	4	10:48	0:04	11:20	6	11:44
0:04	8:28 8:32	6	8:52 8:56	0:04	9:28 9:32	3	9.52	0:04	10:28	5 6	10:52	0:04	11:24	1	11:48
0:04	8:36	1 1	9:00	0:04	9:36	4	9:56	0:04	10:32	1	10:56	0:04	11:28	3	11:52
0:04	8:40	2	9:04	0:04	9:40	5	10:04	0:04	10:40	2	11:00 11:04	0:04	11:32 11:36	4	11:58 12:00
0:04	8:44	3	9:08	0:04	9:44	19	10:09	0:04	10:44	3	11:08	0:02	11:38	20	12:00
0:04	8:48	19	9:12	0:04	9:48	. 1	10:12	0:04	10:48	4	11:12	0:02	11:40	5	12:04
0:04	8:52	5	9:16	0:04	9:52	2	10:16	0:04	10:52	5	11:16	0:04	11:44	6	12:08
0:04	8:56	6 [9:20	0:04	9:56	3	10:20	0:04	10:56	6	11:20	0:04	11:48	1	12:12
46	•				•							0:04	11:52	2	12:16
15				15				15				0:04	11:56	3	12:20
												17			

Attachment "F-2" Economy Parking Shuttle Frequency Schedule

	D	Delicate Name	North Park	Α
	Run	Drivers Name	Α	Ground
Bus 1	11		0.00	0:1
Bus 2			0:10	0:2
Bus 3			0:20	0:3
Bus 1			0:30	0:4
Bus 2	1		0:40	0:5
Bus 3			0:50	1:0
Bus 1			1:00	1:1
Bus 2		·· -	1:10	1:2
Bus 3			1:20	1:3
Bus 1	 		1:30	1:4
Bus 2			1:40	1:5
Bus 3	+ +		1:50	2:0
Bus 1	+ +			
Bus 2	 		2:00	2:1
			2:10	2:2
Bus 3	\vdash	<u> </u>	2:20	2:3
Bus 1	 		2:30	2:4
Bus 2	<u> </u>		2:40	2:5.
Bus 3	<u> </u>		2:50	3:0.
Bus 1			3:00	3:1
Bus 2	ļļ		3:10	3:2
Bus 3			3:20	3:3
Bus 1 🕝			3:30	3:4
Bus 2			3:40	3:5!
Bus 3			3:50	4:0!
Bus 1			4:00	4:1:
Bus 2			4:10	4:2!
3us 3		444	4:20	4:35
3us 1 .			4:30	4:4.5
Bus 2			4:40	4:5!
Bus 3			4:50	5:05
Bus 1			5:00	5:15
Bus 2				5:25
Bus 3			5:10	
***	-		5:20	5:35
3us 1	\vdash		5:30	5:45
Bus 2			5:40	5:55
Bus 3			5:50	6:05
Bus 1			6:00	6:15
Bus 2			6:10	6:25
Bus 3			6:20	6:35
Bus 1			6:30	6:45
Bus 2			6:40	6:55
Bus 3			6:50	7:05
Bus 1		•	7:00	7:15
lus 2		-	7:10	7:25
Sus 3			7:20	7:35
us 1		**	7:30	7:45
us 2		······································	7:40	7:55
lus 3			7:50	8:05
us 1	 		8:00	8:15
us 2	 		8:10	8:25
us 3				
sus 1	 		8:20 8:30	8:35 8:45

	,,	B Terminal	•	
	Run	Drivers Name	North Park	В
Bus 1	+		A 0.00	Ground
Bus 2			0.00	0:1
Bus 3	+		0:10	0:2:
Bus 1	+ +-		0:20	0:3 0:4
Bus 2	+		0:30	
Bus 3	+		0:40	0:5
Bus 1	+ +		0:50 1:00	1:0: 1:1:
Bus 2	-		1:10	1:2:
Bus 3	- 			1:3
Bus 1			1:20	1:4
Bus 2	+			
Bus 3			1:40	1:5.
Bus 1	-		1:50 2:00	2:0: 2:1:
Bus 2	+ +		2:10	2.1.
Bus 3				
Bus 1			2:20	2:35
Bus 2			2:30 2:40	2:45
Bus 3	+		_	2:55
Bus 1	 		2:50	3:05
Bus 2			3:00	3:15
Bus 3	 		3:10	3:25
Bus 1	+		3:20	3:35
Bus 2	+		3:30	3:45
Bus 3	+		3:40	3:55
Bus 1	 		3:50	4:05
		·	4:00	4:15
Bus 2	+ +-	· · · · · · · · · · · · · · · · · · ·	4:10	4:25
Bus 3 Bus 1			4:20	4:35
Bus 2		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	4:30	4:45
Bus 3	+ -		4:40 4:50	4:55
Bus 1		<u> </u>		5:05 5:15
Bus 2			5:00 5:10	
Bus 3			5:20	5:25 5:35
Bus 1.	1			5:45
Bus 2	 		5:30	
Bus 3	 		5:40	5:55
Bus 1	 		5:50 6:00	6:05 6:15
Bus 2	+		6:10	6:25
Bus 3		····	6:20	
Bus 1	 		6:30	6:35 6:45
Bus 2	 		6:40	6:55
3us 3	 	.	6:50	
Bus 1	 		7:00	7:05 7:15
Bus 2	1		7:10	7:25
Bus 3	 		7:20	7:35
Bus 1	+ +		7:20	7:45
Bus 2	+		7:40	7:43
3us 3	 	· .	7:50	8:05
Bus 1	+ +		8:00	8:15
Bus 2	1		8:00	
Bus 3			8:10	8:25 8:35
Bus 1	 		8:30	8:45
Bus 2	 -		8:30	8:45

Attachment "F-2" Economy Parking Shuttle Frequency Schedule

		A Terminal	-	
	Run	Drivers Name	North Park	Α
	, Adm	- Interstraine	A	Ground
Bus 3			8:50	9:05
Bus 1	\bot		9:00	9:15
Bus 2			9:10	9:25
Bus 3			9:20	9:35
Bus 1			9:30	9:45
Bus 2			9:40	9:55
Bus 3			9:50	10:05
Bus 1			10:00	10:15
Bus 2			10:10	10:25
Bus 3			10:20	10:35
Bus 1			10:30	10:45
Bus 2			10:40	10:55
Bus 3		·	10:50	11:05
Bus 1			11:00	11:15
Bus 2			11:10	11:25
Bus 3			11:20	11:35
Bus 1			11:30	11:45
Bus 2	·		11:40	11:55
Bus 3			11:50	12:05
Bus 1			12:00	12:15
Bus 2			12:10	12:25
Bus 3			12:20	12:35
Bus 1			12:30	12:45
Bus 2			12:40	12:55
Bus 3			12:50	13:05
Bus 1			13:00	13:15
Bus 2		-	13:10	13:25
Bus 3			13:20	13:35
Bus 1			13:30	13:45
Bus 2			13:40	13:55
Bus 3	1		13:50	14:05
Bus 1			14:00	14:15
Bus 2			14:10	14:25
Bus 3			14:20	14:35
Bus 1			14:30	14:45
Bus 2			14:40	14:55
Bus 3			14:50	15:05
Bus 1	 		15:00	15:15
Bus 2			15:10	15:25
Bus 3			15:20	15:35
Bus 1	 		15:30	15:45
Bus 2			15:40	15:55
Bus 3			15:50	16:05
Bus 1			16:00	16:15
Bus 2			16:10	16:25
Bus 3	1		16:20	16:35
Bus 1			16:30	16:45
Bus 2	+ +		16:40	16:55
Bus 3			16:50	17:05
Bus 1	 - 		17:00	17:05
Bus 2	+ + -			
Bus 2 Bus 3	+ +		17:10	17:25
			17:20	17:35
Bus 1			17:30	17:45

Bus 3	B Terminal							
Bus 3		Bun	Drivers Name	North Park	В			
Bus 1		Kun	Drivers Mame	A	Ground			
Bus 2 9:10 9:25 Bus 3 9:20 9:35 Bus 1 9:30 9:45 Bus 2 9:40 9:55 Bus 3 9:50 10:05 Bus 1 10:00 10:15 Bus 2 10:10 10:25 Bus 3 10:20 10:35 Bus 1 10:30 10:45 Bus 2 10:40 10:55 Bus 3 10:20 11:05 Bus 3 10:20 11:05 Bus 3 10:50 11:05 Bus 3 11:20 11:35 Bus 3 11:20 11:35 Bus 3 11:20 11:35 Bus 3 11:50 12:05 Bus 4 11:50 12:05 Bus 5 11:50 13:05 Bus 1 11:50 13:05 Bus	Bus 3			8:50	9:05			
Bus 3	Bus 1			9:00	9:15			
Bus 1 9:30 9:45 Bus 2 9:40 9:55 Bus 3 9:50 10:05 Bus 1 10:00 10:15 Bus 2 10:10 10:25 Bus 3 10:20 10:35 Bus 1 10:30 10:45 Bus 2 10:40 10:55 Bus 3 10:50 11:05 Bus 3 11:00 11:15 Bus 2 11:10 11:25 Bus 3 11:20 11:35 Bus 1 11:30 11:45 Bus 2 11:40 11:55 Bus 3 11:50 12:05 Bus 3 11:50 12:05 Bus 3 12:20 12:13 Bus 2 12:10 12:25 Bus 3 12:20 12:35 Bus 1 12:30 12:45 Bus 2 12:40 12:55 Bus 3 12:50 13:05 Bus 1 13:30 13:45 Bus 2 13:40 13:55 Bus 3 13:20 13:35 Bus 1 13:30 13:45 Bus 2 13:40 14:05 Bus 3 13:50 14:05 Bus 3 14:50 15:05 Bus 3 15:50 16:05 Bus 3 16:50 17:05 Bus 3 17:20 17:15 Bus 2 17:10 17:25 Bus 3 17:20 17:15 Bus 2 17:10 17:25 Bus 3 17:20 17:15	Bus 2			9:10	9:25			
Bus 2 9,40 9:55 Bus 3 9:50 10:05 Bus 1 10:00 10:15 Bus 2 10:10 10:25 Bus 3 10:20 10:35 Bus 1 10:30 10:45 Bus 2 10:40 10:55 Bus 3 10:50 11:05 Bus 2 10:40 10:55 Bus 3 10:50 11:05 Bus 1 11:00 11:15 Bus 2 11:10 11:25 Bus 3 11:20 11:35 Bus 3 11:20 11:35 Bus 3 11:20 11:35 Bus 3 11:50 12:05 Bus 3 12:20 12:35 Bus 3 12:20 12:35 Bus 3 12:30 13:35 Bus 1 11:30 13:25 Bus 3 12:30 13:35 Bus 1 11:30 13:25 Bus 3 13:20 13:35 Bus 1 13:30 13:45 Bus 2 13:40 13:55 Bus 3 13:50 14:05 Bus 3 13:50 15:15 Bus 2 15:10 15:25 Bus 3 15:30 15:45 Bus 3 15:30 15:45 Bus 3 15:50 16:05 Bus 3 16:30 16:45 Bus 2 16:40 16:55 Bus 3 16:30 16:45 Bus 2 16:40 16:55 Bus 3 16:30 17:20 17:35 Bus 3 17:20 17:35 Bus 3 17:20 17:35	Bus 3			9:20	9:35			
Bus 3	Bus 1			9:30	9:45			
Bus 1	Bus 2			9:40	9:55			
Bus 2	Bus 3			9:50	10:05			
Bus 3	Bus 1			10:00	10:15			
Bus 1	Bus 2			10:10	10:25			
Bus 2	Bus 3			10:20	10:35			
Bus 3	Bus 1		•	10:30	10:45			
Bus 1	Bus 2			10:40	10:55			
Bus 2	Bus 3			10:50	11:05			
Bus 3	Bus 1			11:00	11:15			
Bus 1	Bus 2			11:10	11:25			
Bus 2	Bus 3			11:20				
Bus 3	Bus 1			11:30	11:45			
Bus 1	Bus 2			11:40	11:55			
Bus 2	Bus 3			11:50	12:05			
Bus 2	Bus 1			 				
Bus 3	Bus 2		11-10-1	12:10				
Bus 2	Bus 3							
Bus 2	Bus 1			1 1				
Bus 3	Bus 2			 				
Bus 1	Bus 3							
Bus 2	Bus 1							
Bus 3 Bus 1 Bus 2 Bus 3 Bus 1 Bus 2 Bus 3 Bus 1 Bus 2 Bus 3 Bus 1 Bus 1 Bus 2 Bus 3 Bus 1 Bus 1 Bus 2 Bus 3 Bus 1 Bus 3 Bus 3 Bus 1 Bus 3 Bus 3 Bus 1 Bus 3 Bus 1 Bus 3 Bus 3 Bus 1 Bus 3 Bus 3 Bus 3 Bus 1 Bus 3 Bus 4	Bus 2		•••					
Bus 1	Bus 3							
Bus 2	Bus 1			 				
Bus 3 Bus 1 Bus 2 Bus 3 Bus 4	Bus 2							
Bus 1	Bus 3							
Bus 2	Bus 1			 				
Bus 3	Bus 2			 				
Bus 1	Bus 3							
Bus 2	Bus 1							
Bus 3 14:50 15:05 Bus 1 15:00 15:15 Bus 2 15:10 15:25 Bus 3 15:20 15:35 Bus 1 15:30 15:45 Bus 2 15:40 15:55 Bus 3 15:50 16:05 Bus 1 16:00 16:15 Bus 2 16:10 16:25 Bus 3 16:20 16:35 Bus 1 16:30 16:45 Bus 2 16:40 16:55 Bus 3 16:50 17:05 Bus 1 17:00 17:15 Bus 2 17:10 17:25 Bus 3 17:20 17:35	Bus 2			 				
Bus 1	Bus 3	l		-				
Bus 2 15:10 15:25 Bus 3 15:20 15:35 Bus 1 15:30 15:45 Bus 2 15:40 15:55 Bus 3 15:50 16:05 Bus 1 16:00 16:15 Bus 2 16:10 16:25 Bus 3 16:20 16:35 Bus 1 16:30 16:45 Bus 2 16:40 16:55 Bus 3 16:50 17:05 Bus 3 17:00 17:15 Bus 2 17:10 17:25 Bus 3 17:20 17:35			····					
3us 3 15:20 15:35 3us 1 15:30 15:45 3us 2 15:40 15:55 3us 3 15:50 16:05 3us 1 16:00 16:15 3us 2 16:10 16:25 3us 3 16:20 16:35 3us 1 16:30 16:45 3us 2 16:40 16:55 3us 3 16:50 17:05 3us 1 17:00 17:15 3us 2 17:10 17:25 3us 3 17:20 17:35								
Bus 1 15:30 15:45 Bus 2 15:40 15:55 Bus 3 15:50 16:05 Bus 1 16:00 16:15 Bus 2 16:10 16:25 Bus 3 16:20 16:35 Bus 1 16:30 16:45 Bus 2 16:40 16:55 Bus 3 16:50 17:05 Bus 3 17:00 17:15 Bus 2 17:10 17:25 Bus 3 17:20 17:35	Bus 3							
Bus 2 15:50 Bus 3 15:50 Bus 1 16:00 Bus 2 16:10 Bus 3 16:20 Bus 3 16:20 Bus 1 16:30 Bus 2 16:40 Bus 3 16:50 Bus 4 16:50 Bus 5 17:00 Bus 6 17:00 Bus 7 17:10 Bus 8 17:20 Bus 9 17:20 Bus 3 17:20								
3us 3 15:50 16:05 3us 1 16:00 16:15 3us 2 16:10 16:25 3us 3 16:20 16:35 3us 1 16:30 16:45 3us 2 16:40 16:55 3us 3 16:50 17:05 3us 1 17:00 17:15 3us 2 17:10 17:25 3us 3 17:20 17:35								
Bus 1 16:00 16:15 Bus 2 16:10 16:25 Bus 3 16:20 16:35 Bus 1 16:30 16:45 Bus 2 16:40 16:55 Bus 3 16:50 17:05 Bus 1 17:00 17:15 Bus 2 17:10 17:25 Bus 3 17:20 17:35								
Bus 2 16:10 16:25 Bus 3 16:20 16:35 Bus 1 16:30 16:45 Bus 2 16:40 16:55 Bus 3 16:50 17:05 Bus 1 17:00 17:15 Bus 2 17:10 17:25 Bus 3 17:20 17:35								
3us 3 16:20 16:35 3us 1 16:30 16:45 3us 2 16:40 16:55 3us 3 16:50 17:05 3us 1 17:00 17:15 3us 2 17:10 17:25 3us 3 17:20 17:35								
Bus 1 16:30 16:45 Bus 2 16:40 16:55 Bus 3 16:50 17:05 Bus 1 17:00 17:15 Bus 2 17:10 17:25 Bus 3 17:20 17:35	Bus 3	 						
Bus 2 16:40 16:55 Bus 3 16:50 17:05 Bus 1 17:00 17:15 Bus 2 17:10 17:25 Bus 3 17:20 17:35								
Bus 3 16:50 17:05 Bus 1 17:00 17:15 Bus 2 17:10 17:25 Bus 3 17:20 17:35								
3us 1 17:00 17:15 3us 2 17:10 17:25 3us 3 17:20 17:35		+						
Bus 2 17:10 17:25 Bus 3 17:20 17:35			•	-				
3 17:20 17:35	-	•						
	Bus 1							

Attachment "F-2" Economy Shuttle Frequency Schedule

	A Terminal							
	Run	Dubraus Name	North Park	Α				
	Kun	Drivers Name	A	Ground				
Bus 2			17:40	17:55				
Bus 3			17:50	18:05				
Bus 1			18:00	18:15				
Bus 2			18:10	18:25				
Bus 3			18:20	18:35				
Bus 1			18:30	18:45				
Bus 2			18:40	18:55				
Bus 3			18:50	19:05				
Bus 1			19:00	19:15				
Bus 2			19:10	19:25				
Bus 3			. 19:20	19:35				
Bus 1	-		19:30	19:45				
Bus 2			19:40	19:55				
Bus 3			19:50	20:05				
Bus 1			20:00	20:15				
Bus 2			20:10	20:25				
Bus 3			20:20	20:35				
Bus 1			20:30	20:45				
Bus 2			20:40	20:55				
Bus 3			20:50	21:05				
Bus 1			21:00	21:15				
Bus 2			21:10	21:25				
Bus 3			21:20	21:35				
Bus 1		<u> </u>	21:30	21:45				
Bus 2		<u>.</u>	21:40	21:55				
Bus 3			21:50	22:05				
Bus 1			22:00	22:15				
Bus 2			22:10	22:25				
Bus 3			22:20	22:35				
Bus 1			22:30	22:45				
Bus 2			22:40	22:55				
Bus 3			22:50	23:05				
Bus 1			23:00	23:15				
Bus 2		· ·	23:10	23:25				
Bus 3			23:20	23:35				
Bus 1			23:30	23:45				
Bus 2			23:40	23:55				
Bus 3			23:50	12:05				

		B Terminal		
	Run	Drivers Name	North Park	В
	Kun	Drivers Name	À	Ground
Bus 2			17:40	17:59
Bus 3			17:50	18:05
Bus 1			18:00	18:15
Bus 2			18:10	18:25
Bus 3			18:20	18:35
Bus 1			18:30	18:45
Bus 2			18:40	18:55
Bus 3			18:50	19:05
Bus 1			19:00	19:15
Bus 2			19:10	19:25
Bus 3			19:20	19:35
Bus 1		•••	19:30	19:45
Bus 2			19:40	19:59
Bus 3		•	19:50	20:05
Bus 1			20:00	20:15
Bus 2		· ·	20:10	20:25
Bus 3			20:20	20:35
Bus 1		·	20:30	20:45
Bus 2			20:40	20:55
Bus 3		,	20:50	21:05
Bus 🕽			21:00	21:15
Bus 2			21:10	21:25
Bus 3			. 21:20	21:35
Bus 1			21:30	21:45
Bus 2			21:40	21:55
Bus 3			21:50	22:05
Bus 1			22:00	22:15
Bus 2			22:10	22:25
Bus 3			22:20	22:35
Bus 1			22:30	22:45
Bus 2			22:40	22:55
Bus 3			22:50	23:05
Bus 1			23:00	23:15
Bus 2			23:10	23:25
Bus 3			23:20	23:35
Bus 1		(r ====	23:30	23:45
Bus 2			23:40	23:55
Bus 3			23:50	12:05

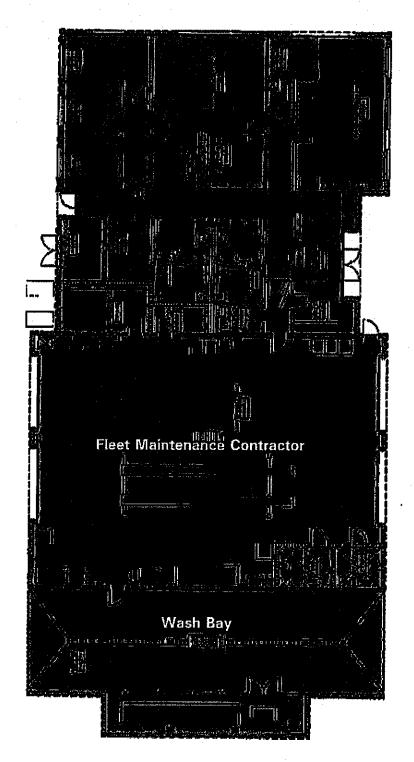
ATTACHMENT "F-3"

ANNEX / TERMINAL SHUTTLE SERVICE **MONDAY TRHOUGH FRIDAY**

All riders MUST have a current Airport ID to use this service

SHUTTLE	DEPARTS
FROM	FROM
ANNEX	TERMINAL
7:40AM	7:30AM
MA00:8	7:50AM
8:20AM	8:10AM
8:40AM	8:30AM
9:00AM	8:50AM
9:20AM	9:10AM
9:40AM	9:30AM
10:00AM	9:50AM
10:20AM	10:10AM
10:40AM	10:30AM
11:00AM	10:50AM
11:20AM	11:10AM
11:40AM	11:30AM
12:00PM	11:50AM
12:20PM	12:10PM
12:40PM	12:30PM
1:00PM	12:50PM
1:20PM	1:10PM
1:40PM	1:30PM
2:00PM	1:50PM
2:20PM	2:10PM
2:40PM	2:30PM
3:00PM	2:50PM
3:20PM	3:10PM
3:40PM	3:30PM
4:00PM	3:50PM
4:20PM	4:10PM
4:40PM	4:30PM
5:00PM	4:50PM
	5:10PM

ATTACHMENT "G-1" Contractor's Shared Use Space 8200 Casa Verde Road

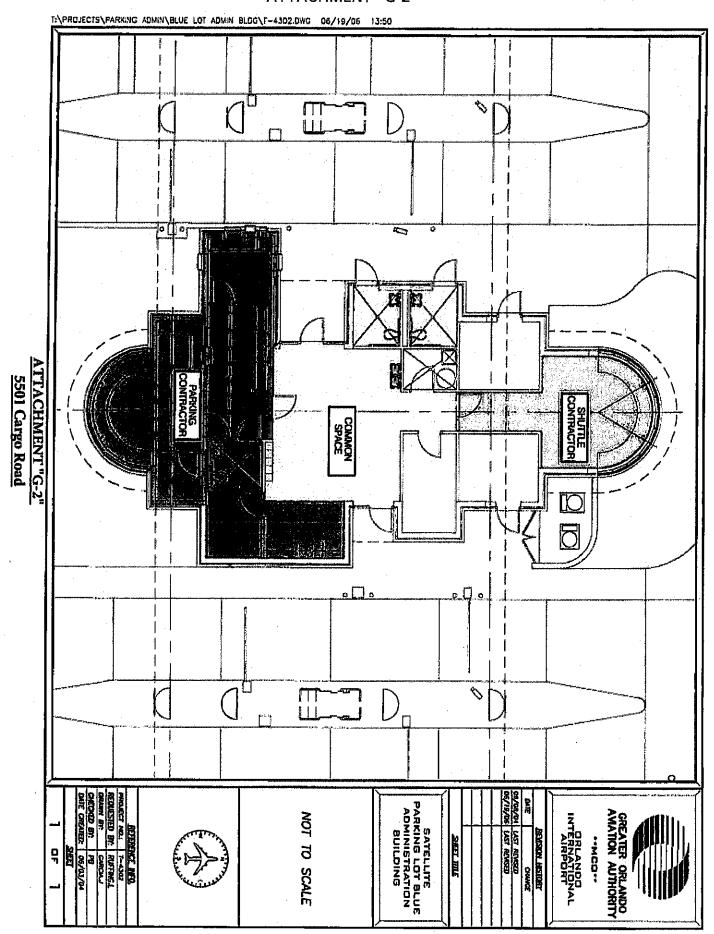


Shuttle Bue Contractor

Shared Occupancy

Fleet Melnt. Contractor

Secured Door



ATTACHMENT "H"

YOUR VEHICLE IS LOCATED IN:
OPLANDO INTERNATIONAL AIRPORTS

NORTH PARK PLACE ECONOMY PARKING



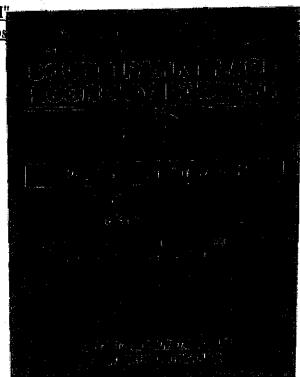
VEHICLE LOCATOR SLIP

SECTION ROW

PLEASE FOLLOW RETURN INSTRUCTIONS ON REVERSE SIDE OF THIS SLIP

FOR CLESTICKS OR COMMENTS, PLEASE CONTACT AMPORT REPORTS ADMINISTRATION GREATER ORLANDO AMATION AUTHORITY ORLANDS INTERNATIONAL APPORT APPORT BLYG, ORLANDO, PL 32827-4380

GIVE THIS SLIP TO YOUR DRIVER UPON RETURN



PLEASE FOLLOW RETURN INSTRUCTIONS



TERMINAL A

PICKUP IS ON LEVEL 1 COMMERCIAL LANE SPACE A18

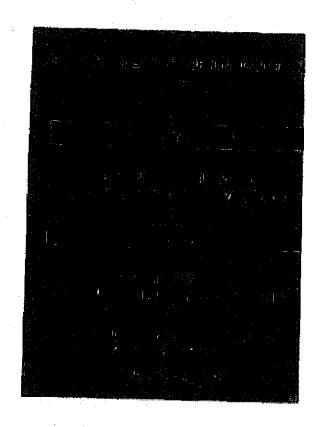
ONE LEVEL BELOW BAGGAGE CLAM

TERMINAL B

DEPARTURE TIMES POSTED AT SPACE
PICKUP IS ON LEVEL 1
COMMERCIAL LANE SPACE B16
ONE LEVEL BELOW SAGGASE CLAIM

SHUTTLE SERVICE IS AVAILABLE 24 HOURS PER DAY

407-825-2980



ATTACHMENT "I" SAMPLE

Repairs complete and Back In Service. In Service but needs repairs (non-critical) **Vehicle Out of Service Log** Out of Service (see Estimated Completion Date) Mechanic's Comments/Notes Repairs Needed Cleaned Inside Date O/S Bus # Model Size/ No. of Seats Outside 1851 2011 ARBOC LOWIFLOOR #261 BUS-5 7 Page | winuse 2011 ARBOC, LOW FLOOR 23FT BUS - 14 Pass. 2011 ARBOC, LOW FLOOR 23FT BUS - 14 Pass. 2011 ARBOC, LOW FLOOR 24FT BUS - 14 Pass. 1939 2013 FREIGHTLINER SPRINTER BUS 24FT-11 Pass. 10/31/18 w/c inop 1938 2013 FREIGHTLINER SPRINTER BUS 24FT - 11 Pass. 1940 2013 FREIGHTLINER SPRINTER BUS 24FT - 11 Pass. 1942 2013 FREIGHTLINERISPRINTER/BUS 24FT-11 Pass. 11/6/18* W/C inop 2013 FREIGHTLINER SPRINTER BUS 24FT - 11 Pass. 1945 2013 FREIGHTLINER SPRINTER BUS 24FT - 11 Pass. 24FT - 11 Pass. 2013 FREIGHTLINER SPRINTER BUS 2067 2017 Ford E-450 SUPER DUTY 27FT - 17 Pass 2088 2017 Ford E-450 SUPER DUTY 27FT - 17 Pass 2089 2017 Ford E-450 SUPER DUTY 27FT - 17 Pass 11/1/18 w/c inop in use 2090 2017 Ford E-450 SUPER DUTY 27FT - 17 Pass 2091 2017 Ford E-450 SUPER DUTY 27FT - 17 Pass 1397 2001 GILLIG 40' BUS (213) 40FT - 37 Pass. 2006 GILLIG 40' BUS (# 214) 40FT - 37 Pass. IN USE 2007 GILLIG 40" BUS (216) 11/20/18 Long time to build air pressure 40ET - 37 Pass. 1722 2007 GILLIG 40:8US (#217) 40FT-- 37 Pass 11/19/18 hom not working IN USE 1723 2007 GILLIG 40' BUS (#215) 40 FT-37 PASS 1897 2012 GILLIG 40' BUS, LOW FLOOR 40FT - 32 Pass. 2012 GILLIG 40' BUS, LOW FLOOR 40FT - 32 Pass. 77-2046 2010 Cobus 3000 77-2047 2010 Cobus 3000 77-2048 2010 Cobus 3000 77-2049 | 2010 Cobus 3000 77-2050 2010 Cobus 3000 77-2051 | 2010 Cobus 3000 2126 2018 Ford F-650 2127 | 2018 Ford F-650 2018 Ford F-650 2018 Ford F-650

ATTACHMENT "J-1"

SUMMARY OF OPERATIONS EMPLOYEE SHUTTLE

TRIP DATA
To Terminal
From Terminal

Current Year	Previous Year	
PAX	PAX	Rate of Change
0	0	#DIV/0!
· 0	0	#DIV/0!

Current Year	Previous Year	
TRIPS	TRIPS	Rate of Change
0	0	#DIV/0!
0	0	#DIV/01

Total	Total	1	
	Total		

0	0	#DIV/0!
	0	#DIV/0!

0	0	#DIV/0!
	0	#DIV/0!

Current	Vear	Previou
Current	itai	FIEVIOU

	Current Year	Previous Year	
BUS DATA	HOURS	HOURS	Rate of Change
Total	0	0	# DIV /0!
YTD Total		0	#DIV/0!

Cultoni real rievious rea	Current	Year	Previous	Yea
---------------------------	---------	------	----------	-----

MILES	MILES	Rate of Change
0	0	#DIV/0!
	0	#DIV/0!

CUSTOMER
SERVICE
Total
YTD Total

Current Year	Previous Year
COMPLAINTS	COMPLAINTS
0	0
	0

rievious real
INCIDENTS
0
0

ATTACHMENT "J-2"

SUMMARY OF OPERATIONS ECONOMY PARKING

TRIP DATA	=
Total	
YTD Total	

Current Year	Previous Year	-
PAX	PAX	Rate of Change
0	. 0	#DIV/0!
	0	#DIV/01

Current Year	Previous Year	
		Rate of
TRIPS	TRIPS	Change
0	0	#DIV/0!
	0	#DIV/0!

	=
BUS DATA	
Total	
YTD Total	

Current Year	Previous Year	
HOURS	HOURS	Rate of Change
0	0	#DIV/0!
	0	#DIV/0!

	revious year	Current Year
Rate of Change	MILE\$	MILES
#DIV/0!	. 0	0
#DIV/0!	0	

CUSTOMER SERVICE
SERVICE
Total
YTD Total

Current Year	Previous Year
COMPLAINTS	COMPLAINTS
0	0
	0

Current Year	Previous Year
INCIDENTS	INCIDENTS
0	0
0	0
	• • • • • • • • • • • • • • • • • • • •

EMPLOYEE SHUTTLE PASSENGER COUNTS

ATTACHMENT "K-1"

DATE	TO TERMINAL	FROM TERMINAL	NO. OF TRIPS	HOURS	MILEAGE
1	6938	6053	356	125.33	1649.5
2	6940 5816		352	122.83	1546.3
3	7256	7312	354	124.5	1579.9
4	7232	6697	355	124,83	1582.6
5	6849	6503	354	124.5	1604.6
6	6529	6529	354	124.5	1675.5
7	7300	7129	355	124.83	1679.7
8	7239	6623	352	122.83	1665.2
9	7079	6477	35 4	124.5	1681.7
10	7165	6680	356	125.33	1687.5
11	7 338	7401	356	125,33	1662.4
12	6673	6655	356	125.33	1527.3
13	6834	6803	356	125.33	1629.8
14	7219	6124	356	125.33	1669.0
15	6963	6464	356	125.33	1872.2
16	7058	6456	356	125,33	1670.0
17	7781	7104	352	122.83	1618.0
18	7167	6738	356	125.33	1587.0
19	6394	6891	352	122.83	1552.1
20	6771	6566	354	124.5	1629.2
21	7441	6813	356	125.33	1686.5
22	6992	6790	356	125.33	1633.7
23	7022	6837	354	124.5	1618.4
24	6925	6540	354	124.5	1594.0
25	7016	6269	356	125.33	1599.0
26	6907	6233	356	125.33	1698.0
?7	6279	6432	356	125.33	1631.0
8	6879	6817	354	124.5	1612.0
!9	6917	6499	356	125.33	1763.8
10	7104	6596	352	122.83	1732.7
31	7726	6969	352	122.83	1724.1
Total	217,933	205,816	10,994	3,863	51,063
Averag	7030	6639	355	125	1647

Economy Parking PASSENGER COUNTS

ATTACHMENT "K-2"

DATE	PASSENGERS	NO. OF TRIPS	HOURS	MILEAGE
1	2069	1216	282	2767
2	2282	1244	124 4 284	
3	3079	1296	286	2928
4	3308	1332	288	3155
5	1929	1201	288	2851
6	2817	1211	288	2925
7	2948	1262	288	3125
8	2152	1199	288	2841
9	2527	1334	300	3042
10	3029	1292	293	3069
11	3138	1255	288	2962
12	2057	1200	288	2938
13	3144	1318	288	3208
14	2890	1299	288	2981
15	2355	1259	288	2965
16	2301	1221	288	2763
17	3156	1231	290	2912
18	3147	1266	288	2970
19	2328	1173	288	2982
20	2977	1278	288	3091
21	3064	1277	288	3032
22	2338	1296	288	3060
23	2860	1268	288	2942
24	3562	1401	288	3225
25	4206	1373	288	3402
26	2702	1239	288	3046
27	2451	1185	288	2904
28	4230	1419	307	3318
29	3596	1409	293	3397
30	2809	1323	296	2946
31	3459	1305	291	3130
Total	88,910	39,582	8,970	93,749
Average	2868	1277	289	3024

VEHICLE ACCIDENTS May 2018

ATTACHMENT "L-1"

DATE	DRIVER	BU\$#	DESCRIPTION OF DAMAGE	3RD PARTY INVOLVED	ACCIDENT DETERMINATION
5/15/2018	Jose Perez	1941	Driver was unloading passengers at B-Top. A truck was passing by and hit the driver-side mirror, cracking the plastic light cover.	N/A - other party did not stop.	Non-preventable
5/18/2018	Caesar Rubiano	1941	Oriver was leaving A-Top when other party merged into his lane and hit the driver-side mirror, cracking the plastic light cover.	Fastpark Bus #26	Non-preventable

SPECIALS

ATTACHMENT "L-2"

May	2018
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_	MONTH	DATE	TIME	PASS COUNT TO	PASS COUNT FROM	MILEAGE	BUS NYMBER	PUAPOSE
	Мау	5/1/2018	2.25	13	û	8	1697	Picked up passengers at Purchasing for a pre-bid tour on the AOA.
	May	5/4/2018	3.17	12	0	33		Two buses transported passengers to and from Purchasing/space B-21 for a GOAA employee event.
	May	5/31/2018	з	9	0	16	1941	Picked up passengers near the Executive offices for a four that covered the Airfield and Contestield ARFF

TOTAL	8.42	34	n	57.0	

PASSENGER INJURIES

ATTACHMENT "L-3"

MONTH	DATE	DRIVER	BUS#	PASSENGER INJURY	NAME OF PASSENGER
May	N/A	N/A	N/A	N/A	N/A

ALERTS
May 2018

S ATTACHMENT "L-4"

								
	монтн	NTH DATE TY		BUS# AFFECTED	DETAILS OF ALERT	FREQUENCYAFFECTED?		
	May	5/15/2018	II	N/A	Alert called at 1757; cancelled at 1812	No		
	Мау	5/16/2018	Ш	N/A	Alert called at 0749; cancelled at 0822	No		
ļ	Мау	5/17/2018	, II	N/A	Afert called at 1605; cancelled at 1650	No		
١	Мау	5/ 24/2018	Ħ	N/A	Alert called at 1910; cancelled at 1940	No		
ľ	May	5/31/2018	II	N/A	Alert called at 0459; cancelled at 0534	No		

ATTACHMENT "M" Daily Bus Activity Log

Line Land	alusi birdak	and a second	San Secretaria	Smark Work Con	Sign 25 1994 1	Microsoft vertical	中共党建设的政治	ITTLE COMP JS ACTIVITY	Maria Para di Perinta	建筑区、海外 的	ng kanan Mga kanan	edidas skiesi	anskridspilstel	8.38 <u>12.4.28</u> 4.22.4	Sala Sala
						BUS #	201	JO NO IIII I	100						
re du	FERTILITY OF THE	o subjective subjectiv	eloyeero	rakûtti.		35 75 6°	tir or wh	# 77 C 197	ATELLITE LO	TOSHUTTUE	(a)		FF 12 70	DAILY	7.192 (STAG)
A STATE OF THE PARTY OF	START	END	TOTAL	PAX	# OF	AVERAGE	START	END	TOTAL	PAX	# OF	CLEUM SEPTIMENT	TOTAL DAILY	200	OPERATIONA
DATE	MILEAGE	MILEAGE	MILEAGE	COUNT	TRIPS	RIDERSHIP	MILEAGE	MILEAGE	MILEAGE	COUNT	TRIPS	RIDERSHIP	MILEAGE	RIDERSHIP	HRS
1.AUb	0	0	1	10	1	3.40	0	0	110 6 7	4	2		O	5	100
2 AUG	0	0	. 10	10	1	16	0	0	J 4600	4	2		0 .	- 5	100
3/AUg	0	0	10 to 1	10	1	1000	0	٥) - 6'- · ·	4	2	1.7	0	5	100
4-A09	0	0	102 , 5	10	1	A MOSA	0	0	9.	4	2	2.	0		100
o Avo	0	0	(0)	10	1	10	0	0	(4	2	3	0	5	100
B-Avd	0	0	0.5	10	11	10	0	0	0	4	2	3	0		100
7.44	0	0	10	10	1	10	0	0		4	2	1.00 4.00 (2.00 (2.00)	0		100
8-Aug	0	0	9	10	11	10	0	0	(0)	4	2	3	0		100
Aŭo:	0	0	βı	10	1	30	0	0	Õ	4	2	2	0	5	100
0 Ava	0	0	10	10		1	<u>0</u>	<u> </u>	.0	4	2	1	0		100
1 A Ug	. 0	0	0	10		10	0	0	0	<u>4</u>	2		0	8	100
3419	0	0	8	10	11	10	0	0	0	4	2	3	0	5 5	100
3-Aug 4-Aug	0	0		10	1	10		0	0	4	2 2	2	<u>0</u>	5	100
JA III	. 0	-		10		18	0	0	0	4	2	122 122 122	0	5	100
e Aug	0	0		10	1	10	0	0	6	4	2	1	<u>v</u>	5	100
12.00	ŏ	0	6	10	1,		0	0	0		2	2). 2).	0	6	100
8 Aug	0	0		10	.1	10 10	0	0		4	2			5	100
9 Aug	0	0	0 9	10	1	6	0	0	6	4	2	2	0	5	100
0-Aug	0	0	(6 E	10	1	10	0	0	. 8	4	2	21	0	6	100
Aud.	0	0	0	10	1	10	0	0	700	4	2	2	0	5	100
2-Aug	0	0	0	10	1	1-10-	0	0	мон.	4	2	4	0	5	100
1 AV9	0	0	100	10	1	16	o	o`	30003	4	2	付有有	0	5	100
4'Aug	0	0		10	1	10	0	0	1000	4	2	大量的	0	6	100
s-Aug	0	0	Ò	10	1	10	0	0	6	4	2	2/	0	5	100
6.AUg	0	0	0	10	1	16	0	0	.00	4	2	21	0	5	100
7/AUg	0	0	0	10	1	19	0	0	9	4	2	2	00		100
8-Aug	0		L	10	1	10		0	0	4	2		0	5	100
9.Aug	<u> </u>	0	0 _	10	1	10	0		10	4 !	2		0	5	100
O Aug	0	. 0	0	10	1	10	0		0.		2	2	0	5	100
TALS	0	0 (0 1	10 d	1 31	10	0	0	Ösan	4	2 (62	2	0	5	100

ATTACHMENT "M"

Daily Bus Activity Log