



GREATER ORLANDO AVIATION AUTHORITY

REQUEST FOR PROPOSALS

PURCHASING PROPOSAL 06-21

SECURITY AREA MONITOR (SAM) SERVICES

ORLANDO INTERNATIONAL AIRPORT

ORLANDO, FLORIDA

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ADDENDUM NO. 1
TO
PURCHASING PROPOSAL 06-21
SECURITY AREA MONITOR SERVICES
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA

August 21, 2020

This addendum forms a part of the Proposal Documents described above. The original Proposal 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 Pages S-23-S-24 with corrected Pages S-23 S-24. Ethics Behavior has been revised to include:

3.13.1 To avoid any conflict of interest, Contractor(s) who currently hold any type of Security Contract with the Orlando International Airport will not be considered to perform the Security Area Monitor Services Contract.

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

Janice K. Hughes

Janice K. Hughes, CPPB
Senior Purchasing Agent

August 21, 20120

Date

(a) \$300.00 for each hour or part thereof that a security gate/post is understaffed but not abandoned, (b) \$5,000.00, plus the cost to the Authority of staffing such security gate/post for a security gate/post that is abandoned, and (c) in addition to the amounts described in (a) or (b), the amount of any fine or penalty imposed on the Authority by the TSA or other governmental authority as a result of an understaffed or abandoned security gate/post. The Authority shall be entitled to deduct this amount for each incident. For purposes of this Section, an "incident" commences at the time a security gate/post becomes understaffed or abandoned and ends at the time when full staffing is restored. For example, if a Monitor leaves a security gate/post unattended to take a bathroom break, the incident commences when he or she leaves the security gate/post unattended and ends when he or she returns; if the Monitor leaves at a later time during his or her shift, that will be treated as a separate incident. As another example, if a Monitor does not report for a shift and his or her security gate/post is unattended, the incident commences at the beginning of the shift and ends when the Monitor or a substitute Monitor is posted at the gate.

(b) The provisions of this Section shall be in addition to and shall not limit the Authority's right to terminate this Contract for default in accordance with Section 9 of the General Conditions and exercise the Authority's rights with respect to the Performance Bond or Letter of Credit. If a deduction allowed by this Section exceeds the amount which the Authority owes to Contractor for services performed, then Contractor shall remit the balance of such Liquidated Damages amount to Authority within 24 hours following notice from the Authority.

3.12 COMPENSATION ADJUSTMENT:

3.12.1 Throughout the term of this Contract, at the end of each month thereof, the AAR may make a payment adjustment to the Contractor's invoice for "understaffing" a post and an "abandoned" post or any liquidated damages incurred.

3.12.2 In addition, there may be a \$5000.00 deduction taken for Contractor's failure to provide an On-Site Manager, an On-Site Assistant Manager, and/or Trainer for a period exceeding fourteen (14) calendar days.

3.13 ETHICAL BEHAVIOR:

The Contractor will perform all duties associated with this Contract in a professional and ethical manner.

3.13.1 To avoid any conflict of interest, Contractor(s) who currently hold any type of Security Contract with the Orlando International Airport will not be considered to perform the Security Area Monitor Services Contract.

ADDENDUM NO. 2
TO
PURCHASING PROPOSAL 06-21
SECURITY AREA MONITOR SERVICES
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA

September 1, 2020

This addendum forms a part of the Proposal Documents described above. The original Proposal 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: See attached Exhibit A for Power Point Presentation reviewed at the Pre-Proposal GoToMeeting, dated September 1, 2020.

ITEM 2: See attached Exhibit B for RSVP Attendee List, dated September 1, 2020.

ITEM 3: Replace Pages S-24 with corrected S-24. Ethics Behavior has been revised to read:

3.13.2 "To avoid any conflict of interest, Awarded Contractor will not be allowed to perform other services for any third party including Airlines at Orlando International Airport".

ITEM 4: Question: Do you have to have 2 subcontractors MWBE and LDB or just one is enough?
Answer: Proposers can meet both programs with the same subcontractor as long as: the Subcontractor is currently certified as both a MWBE and LDB, and the scope of work is clearly defined for each program. You cannot commingle services and programs.

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

Janice K. Hughes

Janice K. Hughes, CPPB
Senior Purchasing Agent

September 1, 20120

Date

SPECIFICATIONS (Continued)

3.13.2 *To avoid any conflict of interest, Awarded Contractor will not be allowed to perform other services for any third party including Airlines at Orlando International Airport.*

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

3.13.4 Contractor shall institute and enforce a "No Harassment" policy based on religion, gender, age, physical condition or appearance, or other protected characteristic.

3.14 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.

* * * * * END OF SPECIFICATIONS * * * * *

GREATER ORLANDO AVIATION AUTHORITY

September 1, 2020

PRE-PROPOSAL GOTOMEETING

10:00 a.m.

P06-21 SAM SERVICES

MWBE /LDB*	NAME	COMPANY NAME	MAILING ADDRESS	PHONE NO.	FAX NUMBER
				E-MAIL ADDRESS	
	Janice Hughes	GOAA – Purchasing	8652 Casa Verde Road, Building 811 Orlando, Florida 32827-4338	407.825.6425	
				Janice.Hughes@GOAA.org	
	Denise Schneider	GOAA-Purchasing	8652 Casa Verde Road, Building 811 Orlando, Florida 32827-4338		
	Orlando Santiago	GOAA – Small Business Office	8652 Casa Verde Road Orlando, Florida 32827-4338		
	Michael Karamarkovich	GOAA – Security Manager	8652 Casa Verde Road Orlando, Florida 32827-4338		
	Gary Smedile	Covenant Aviation Security		816-564-1683	
				Gary.smedile@covenantsecurity.com	
	Kara Bilstein	HSS		720-601-4176	
				kara.bilstein@hss-us.com	
	Jonathan Bollefer	HSS		720-641-6675	
				jonathan.bollefer@hss-us.com	
	Chris Austin	First Cost Security	1 Independent Drive, STE 117 Jacksonville, FL 32202	(904) 403-8110	
				caustin@fcssecurity.us	
	Earle Ginn	First Cost Security	1 Independent Drive, STE 117 Jacksonville, FL 32202	(904) 962-2849	
				eginn@fcssecurity.us	
	Anjurr Henderson	Prestige National Security		(407) 917-9996	
				Anjurrh@prestigesecurity-usa.com	
	Jeff Norman	American Eagle Protective Services Corporation	902 Crystal Falls Parkway Leander, TX 78641	561-951-5260	
				jnorman@aepscorp.com	
	George Devers	American Eagle Protective Services Corporation	902 Crystal Falls Parkway Leander, TX 78641	512-913-6030	
				gdevers@aepscorp.com	

*Please put a ✓ if you are an MWBE/LDB certified company

MWBE /LDB*	NAME	COMPANY NAME	MAILING ADDRESS	PHONE NO.	FAX NUMBER
				E-MAIL ADDRESS	
	Jeruther Expose	American Eagle Protective Services Corporation	902 Crystal Falls Parkway Leander, TX 78641	512-884-1000	
	Sam Juchtman	ACTS-Aviation Security, Inc.	2340 S. River Road Suite 200 Des Plaines, Illinois 60018	305.890.7917	
	Amiel Jackson	ACTS-Aviation Security, Inc.	2340 S. River Road Suite 200 Des Plaines, Illinois 60018	773.812.2430	
	Tracy Fuller	ACTS-Aviation Security, Inc.	2340 S. River Road Suite 200 Des Plaines, Illinois 60018	224.808.7824	
	Guy Skodmin	Weiser Security Services Inc.	Orlando- Jacksonville, FL	C-407-413-1990	
	James Pitts	SecurAmerica LLC		407-856-2969	407-754-5825
	Minnette Pass	DGS Security	980 Virginia Ave, Dept. 937 Atlanta, GA 30354	404-310-8440	
	Darrell Cooper	DGS Security	980 Virginia Ave, Dept. 937 Atlanta, GA 30354	404-491-3250	
	Nagah Abdelshahid	American Guard Services, Inc.		(424)266-7684	
	Steven Lindo	Prosegur Services Group, Inc.	8929 S. Sepulveda Blvd, Suite 300 Los Angeles, CA 90045	480-381-6908	
	Christopher Zaberto	Prosegur Services Group, Inc.	8929 S. Sepulveda Blvd, Suite 300 Los Angeles, CA 90045	703-581-4218	
	Joe Marion	Prosegur Services Group, Inc.	8929 S. Sepulveda Blvd, Suite 300 Los Angeles, CA 90045	571-299-8457	
	David Van Bennekum	Inter-Con Security Systems, Inc.	210 S. De Lacey Ave., Pasadena, CA 91105	(626) 535-2220	
	David Dobrenz	Inter-Con Security Systems, Inc.	210 S. De Lacey Ave., Pasadena, CA 91105	(626) 535-2220	
	Andre Ortiz	Inter-Con Security Systems, Inc.	210 S. De Lacey Ave., Pasadena, CA 91105	(626) 535-2220	
	Nicholas Parziale	Safeway Services Group		321-800-6886	

MWBE /LDB*	NAME	COMPANY NAME	MAILING ADDRESS	PHONE NO.	FAX NUMBER
				E-MAIL ADDRESS	
	Larry McNeill	Global Elite Group	825 East Gate Blvd, Suite 301 Garden City, NY 11530	516.393.3879	
				lmcneill@globaleliteinc.com	
✓	Adrian Ellis,	Infinity Protection Group	121 S Orange Ave., #1500, Orlando, Fl. 32801	407.971.9788	
				AELLIS@INFINITYProtection.com	

*Please put a ✓ if you are an MWBE/LDB certified company



**Pre-Proposal GoToMeeting
for
Security Area Monitoring Services (P06-21)**

Tuesday, September 1, 2020
10:00 a.m. est

Scope of Services/Specifications

Authority Authorized Representative (AAR)

Michael E. Karamarkovich

Greater Orlando Aviation Authority

Manager, Security Contracts

Introduction

Owner	Greater Orlando Aviation Authority
Brian Gilliam	Security Department Director
Michael E. Karamarkovich	Security Manager
Orlando Santiago	Small Business Contract Administrator
Denise Schneider	Assistant Director, Purchasing
Janice Hughes	Senior Purchasing Agent

Scope of Services/Specifications

The Awarded Contractor shall perform Security Area Monitoring Services at the Orlando International Airport including but not limited to the following:

- access control, vehicle search services, and foot/vehicle patrol services at multiple locations located throughout the Orlando International Airport ("OIA").
- perform these services twenty-four hours per day, seven days per week, 365 days per year/366 days per leap year (Authority reserves the right to increase or decrease coverage at any time during the Contract).
- Contract period will be twenty-four (24) months with the initial service to commence on or about **April 1, 2021**, and with Authority having options to renew the Contract for three (3) additional periods of one (1) year each upon the same terms and conditions.

Agenda

- Introduction
- Scope of Services/Specifications
- MWBE/LDB Participation Requirements
- Submission Requirements
- Evaluation and Award Criteria
- Selection Schedule
- Additional Information
- Questions

Scope of Services/Specifications

- 1.1 Scope of Work
- 1.2 Regulations
- 1.3 Work Hours
- 1.4 Contractor's Personnel
- 1.5 Identification and Access Requirement
- 1.6 Items Provided by the Authority
- 1.7 On-Site Communications
- 1.8 Vehicles, Equipment and Supplies Required by Contractor
- 1.9 Uniforms
- 1.10 Breaks

Scope of Services/Specifications

- 2.1 General
- 2.2 Key Personnel
- 2.3 Security Services Personnel Requirements

MWBE/LDB PARTICIPATION

The Proposal will be considered non-responsive and rejected if the proposer fails to demonstrate, that the proposer has met or has made good faith effort to meet the established goals.

All proposer shall comply with the small business requirements.

Proposers are required to submit, with their proposal, the Letter of Intent/Affirmation information for each subcontractor.

After the bids are opened and prior to award the Authority may require additional information.

The successful Proposer shall enter into subcontract(s)/purchase orders with the small businesses identified in the proposal documents and must submit copies of the signed subcontract(s)/purchase order(s) to the office of Small Business Development.

Scope of Services/Specifications

- 3.1 Performance Requirements
- 3.2 Authority's Standard Operating Procedures (SOPs)
- 3.3 Staffing Plan
- 3.4 Transition Plan
- 3.5 Start-Up and Transition
- 3.6 Keys
- 3.7 Safety and Protection
- 3.8 Safety and Training Program
- 3.9 Reporting Requirements
- 3.10 Authority's Inspection and Evaluation Program
- 3.11 Compensation Adjustment
- 3.12 Liquidated Damages
- 3.13 Ethical Behavior
- 3.14 Use of Premises

MWBE/LDB PARTICIPATION

In the event Proposer desires to terminate or replace a small business, shall promptly notify the Authority and get authorization prior to proceeding with the termination.

The successful Bidder shall submit to the Authority a Disbursement Form with each invoice submitted for payment, indicating the amount of money spent with each small business.

Failure to carry out the requirements set forth herein or the commitments made by the Proposer (e.g. failure to enter into the subcontract(s)/purchase order(s) with the small business, failure to submit copies of the signed subcontract(s)/purchase order(s), to pay the small business as committed in the Proposal documents, the failure to promptly pay subcontractors in accordance with Section 5, subsection 50, etc.) shall constitute a breach and may result in loss of the award or termination of the Contract.

MWBE/LDB PARTICIPATION

MINORITY AND WOMEN BUSINESS ENTERPRISE AND/OR LOCAL DEVELOPING/ VETERAN BUSINESS ENTERPRISE PARTICIPATION PROGRAMS

- For this Contract, the Authority has established a MWBE Participation Goal of 11%
- For this Contract, the Authority has established a LDB Participation Goal of 11%
- If the Proposer fails to meet the MWBE/LDB Participation Goals, the Authority will require Proposer to submit evidence of good faith efforts within two (2) business days of request
- A list of currently certified MWBE/LDB may be obtained via the internet at <https://orlandoairports.net/airport-business/>.

MWBE/LDB PARTICIPATION

QUESTIONS???

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

Contents of the Proposal

MINIMUM REQUIREMENTS

In order to be considered for evaluation, the proposers shall demonstrate sufficient capacity, ability, resources, and experience to provide the services as required by the Aviation Authority. At a minimum, each Proposer shall provide the following:

- Certify in writing with its RFP that the Proposer is registered to do business in the State of Florida and provide a copy of such registration.
- Executive Summary
- Transition Plan
- Resume for the proposed On-Site Manager and include copy State of Florida Class "MB" Security Manager License

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Contents of the Proposal

TRANSITION PLAN

- Describe the start operations and how will bring about a smooth transition
- Include how will distribute the required labor hours by location
- Detail any anticipated problems that may be encountered to begin operations
- Include the time period needed for hiring and training of employees, planned interface with the Authority, inventory, delivery of equipment, the processing of I.D. badges, uniforms, and site tours, etc.

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Contents of the Proposal

EXECUTIVE SUMMARY

- How long has company been in business
- A brief description of the proposing company (past history, present status, and future plans
- Company's size including gross annual revenues and total number of employees;
- Specific experience performing similar security services in an airport or similar regulated transportation environment
- List any letters of warning, civil penalties, or other evidence of penalties incurred within the past five (5) years; and
- Statement is willing to sign the Contract as attached in the RFP

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Contents of the Proposal

PROOF OF INSURANCE

Include evidence ability to provide the insurance coverage, either by means of an existing policy or other verifiable proof (Agent/Broker commitment letter) General Conditions, Paragraph 5.7, Insurance Requirements.

REFERENCES

References should demonstrate the experience required and the reputation, to perform the Scope of Services described. Provide references and information that most closely demonstrate experience with airport or public entity accounts of similar size and complexity as the Aviation Authority.

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Contents of the Proposal

ELECTRIC STAND-UP THREE WHEEL VEHICLE

Submit a detail description of the proposed electric stand up three wheel vehicle.

ON-SITE MANAGER

- Resume for the proposed On-Site Manager
- Copy State of Florida Class "MB" Security Manager License
- include the number of years of experience as a manager and specific experience in an airport or similar regulated transportation environment and
- any other information that verifies that the On-Site Manager meets the minimum qualifications as stated in **Section 2.2.1** of the Specification

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Contents of the Proposal

RESPONSE FORMS

Complete and submit with its RFP the Response Forms, Pages PF-1 through PF-15.

Proposal Total Page - Page PF-3

Proposal Price Page – Year One and Year Two - Normal Staffing Requirements and Additional Staffing Requirements, Page PF-10

Contract Reference - Page PF- 6

No Response to RFP - In the event a potential Proposer elects not to submit a RFP, such potential Proposer should respond by completing and returning the "No Response to Request for Proposal" form, Page PF-X, advising the Aviation Authority of the reason for not submitting a RFP.

ADDITIONAL INFORMATION

Additional information may be requested by the Aviation Authority by Addendum

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Contents of the Proposal

NORMAL STAFFING REQUIREMENTS (as listed in Section 2.3.1 of the Specifications):

A. MONITORS (See Table Below*)

Year 1	_____ (X)	272,343	(=)	\$ _____
Year 2	_____ (X)	272,343	(=)	\$ _____

B. SUPERVISORS (See Table Below*)

Year 1	_____ (X)	18,020	(=)	\$ _____
Year 2	_____ (X)	18,020	(=)	\$ _____

C. ASSISTANT MANAGER/TRAINER

Year 1	_____ (X)	4,160	(=)	\$ _____
Year 2	_____ (X)	4,160	(=)	\$ _____

D. ON-SITE MANAGER

Year 1	_____ (X)	2,080	(=)	\$ _____
Year 2	_____ (X)	2,080	(=)	\$ _____

- ### Evaluation and Award Criteria
- Executive Summary
 - Proposer's Qualifications and Experience
 - On-Site Manager's Qualifications and Experience
 - Transition Plan
 - Proof of Insurance
 - References demonstrating Proposer has the ability and experience
 - Price

Contents of the Proposal

- The number of hours per year has been estimated for the purposes of soliciting and evaluating competitive Proposals.
- Actual conditions may cause the number of hours to differ from the estimates.
- The hourly rate provided in the Proposal should take into consideration the hourly rates paid to all of the Contractor's employees used in performing the Contract services to include the following pay rates:

Monitors			
1 – 90 Days	91 – 730 Days	731 – 1,825 Days	1,826 Days - Indefinite
\$14.00 per hour	\$14.70 per hour	\$15.50 per hour	\$16.25 per hour
Supervisors			
1 – 730 Days	731 – 1,825 Days	1,826 Days - Indefinite	
\$18.00 per hour	\$18.75 per hour	\$19.50 per hour	

- ### Evaluation and Award Criteria
- The evaluation criteria does not have any specific predetermined relative weight.
 - The consideration of individual criterion is merely a tool to assist the Authority in determining which Proposal is most advantageous, as a whole, to the Authority, price and other factors being considered.
 - The relative advantages of a Proposer's responses with respect to one criterion may outweigh shortcomings of that Proposer's responses in one or more other criterion, depending on the relative disparities in the qualities of the responses in each criterion and the relative importance of certain criteria to each other, as determined in the exclusive discretion of the Authority.

Submission Requirements

Written Inquiries:

- Email: Janice.Hughes@goaa.org
- Questions received up to **until 4:00 p.m. Eastern Time on Friday, September 4, 2020.**

Submit:

- One (1) Original and Six (6) Copies and One (1) electronic PDF version on USB flash-drive
- **No later than 11:00 a.m. local time on September 22, 2020, to:**
 Orlando International Airport, Purchasing Office
 Greater Orlando Aviation Authority
 8652 Casa Verde Road, Building 811
 Orlando, FL 32827-4338
- Sealed and Clearly Labeled: "Request for Proposals for SAM Services (P06-21)"

Attend Opening via GoToMeeting
<https://global.gotomeeting.com/join/414815965>
You can also dial in using your phone. United States (Toll Free): 1 877 309 2073
Access Code: 414-815-965

- ### Evaluation and Award Criteria
- SELECTION PROCESS**
- Responses to this RFP will be evaluated and ranked by the Concession/Procurement Committee (CPC). The recommendation of the CPC will be considered by the Aviation Authority Board for award.
 - The CPC intends to shortlist no fewer than three (3) qualified Proposers, if reasonably possible.
 - Shortlisted Proposers may be scheduled for a presentation and interview if required by the CPC.
 - Following presentations and interviews, the CPC shall make a final ranking and select in order of preference, based on the evaluation and interview results, in order to recommend the award to the Aviation Authority's Board to the responsible, responsive, and in its sole discretion, deemed to be most advantageous to perform the requested services.

Selection Schedule

The following is the tentative schedule:

September 1, 2020	Pre-Proposal GoToMeeting
September 4, 2020	Deadline for Questions 2pm EST
September 11, 2020	Release of Addendum
September 22, 2020	RFP Responses are due 11:00am EST
October 19, 2020	CPC Committee Meeting
November 2, 2020	CPC Interview and Ranking
December 9, 2020	Recommendation to Authority Board

Vendor Questions

- 8. Beyond the state and federal minimum wage, is there a prevailing wage, living wage ordinance, local mandated wage, or contract-specific wage? **See Section 2.3 of the Specifications for minimum hourly rates requirements.**
- 9. Is a Bid Bond or performance bond required? If yes, how much? **A Performance Bond is required from the awarded Contractor in the amount of \$2,175,000.00 or a Letter of Credit. See Section 6 of the General Conditions.**
- 10. Is the current contract using vehicles? If yes, how many? **See Section 1.8 of the Specifications for vehicle requirements.**



Vendor Questions

- 1. Who is the current incumbent? **HSS Security Inc. d/b/a HSS Inc.**
- 2. When was the current incumbent awarded the contract? **3/6/2016**
- 3. Are there any significant modifications from the previous contract to the new one? For instance, an increase in hours, a change in guard type (e.g., armed vs unarmed), a need for additional resources? **No, significant changes have been made.**
- 4. What was the amount spent on this contract last year? **The dollar amounts include Construction projects/payments too. Apr '19 – Mar '20 \$8,607,892.53; Apr '20 – Jul '20 \$1,441,779.93**



Vendor Questions

- 11. Is there a specific way you would like the response to be prepared? For example: bound, unbound, 3-ring binder(s), pages limits, paper type, etc.? **The original RFP shall be clearly marked "Original". Six (6) additional copies of the RFP should also be included with the Original. Submittal responses shall include the information requested in a single volume, with each response tabbed, and numbered. The information should be submitted on one-sided 8.5 X 11 inch pages in Arial font with no smaller than 10-pitch font, excluding resume (s). Additionally, an exact electronic copy of the RFP should be included with the Original on an individual electronic USB Flash Drive.**



Vendor Questions

- 5. What is the estimated total number of annual hours for this contract? **See Section 2.3 of the Specifications.**
- 6. What is the current bill rate for each position? **Monitors \$18.86, Supervisor \$24.92, Assistant Manager/Trainer \$27.63, On-Site Manager \$38.94, and Monitors (Additional Staffing) \$23.57.**
- 7. Are there any additional services that may be needed that are not listed in the RFP? For instance, the need of additional sites, seasonal required security, etc. **The RFP list the services needed.**



Vendor Questions

- 12. Will your agency hold a public opening? If yes, can you please provide with the date, time, and location. **Opening will held via a GoToMeeting, September 22, 2020 at 11:00am. Opening will include reading of the Proposals received. In addition a list of Proposers will be posted to AirportLink at <http://AirportLink.perfect.com>.**
- 13. Is subcontractor MWBE/LDB mandatory or just a goal for this project? **All Proposers are expected to meet MWBE/LDB Goals as stated in the RFP. In the event a Proposer cannot achieve the established goals, they can submit Good Faith Efforts and the Authority reserves the right to accept or reject the Good Faith Efforts.**
- 14. Form of Oath Secretary, Form of Irrevocable Stand by Letter Credit and Exhibit A should be attached with our response or upon award? **Awarded Contractor will provide either a letter of credit or a Performance Bond within 10 business days of notice of intent to award.**



Additional Information

- Proposer's personnel will be required to meet the Greater Orlando Aviation Authority's requirements for security background checks
- Lobbying of Aviation Authority Staff, Committee responsible for ranking Proposals, and Board Members, from the time that a Request for RFPs is released to the time that the Aviation Authority Board makes an award, is **prohibited**
- By submitting a Response, Proposer certifies it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel, as defined in Fla. Stat. § 287.135, as amended, and if Contract is \$1,000,000 or more, Proposer certifies it is (i) not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Fla. Stat. § 287.135; and, (ii) not engaged in business operations in Cuba or Syria, as defined in Fla. Stat. § 287.135, as amended.
- It is the responsibility of the firm with any potential conflict of interest to request a determination on eligibility prior to the submittal to a RFP. **To avoid any conflict of interest, the Awarded Contractor will not be allowed to perform other services for any third party including any Airlines at Orlando International Airport.**
- Additional clarification provided in the Request for Proposal may be downloaded by visiting the AirportLink website at <http://AirportLink.perfect.com>.

Pre-Proposal GoToMeeting for Security Area Monitor Services (P06-21)

Questions?

ADDENDUM NO. 3
TO
PURCHASING PROPOSAL 06-21
SECURITY AREA MONITOR SERVICES
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA

September 3, 2020

This addendum forms a part of the Proposal Documents described above. The original Proposal 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: See Exhibit "A" Breakdown for current incumbent employees' days of service.
- ITEM 2: Replace Page S-15 with corrected page S-15. Section 2.3 is revised to add language: **Section 2.3.7. The Awarded Contractor is to offer the "right of first refusal of positions" from the existing Contractor's qualified employees.**
- ITEM 3: Question: Will the Authority object to the retention of any incumbent security officer, supervisors, assistant manager, and on-site manager?
- Answer: No, the Authority has no objection to retaining any incumbent.
- ITEM 4: Question: Does the Monitors and Supervisors currently employed at the Authority have the right of first refusal of positions in the event the Contract is awarded to another Contractor?
- Answer: Yes, the awarded Contractor is to offer the "right of first refusal of positions" from the existing Contractor's qualified employees.
- ITEM 5: Question: Would the Aviation Authority consider including a mutual Force Majeure clause in the agreement?
- Answer: The Authority would not accept adding this language to the Agreement.
- ITEM 6: Question: Would the Aviation Authority consider a mutual default and termination clause of 30 days in the agreement?
- Answer: The Authority would not accept adding this language to the Agreement.
- ITEM 7: Question: Would the Authority please confirm which language for Section 3.13.1 is the most current and ultimately prevails for this SAMS solicitation?
- Answer: See Item 1 of Addendum 1 and Item 1 of Addendum 2; both apply.

ITEM 8: Question: Is RFP 06-21, Section 3.13.1, Page S-23 or RFP 06-21, Addendum 1, Item 1, modified Section 3.13.1 the most current and prevailing language regarding conflict of interest affecting which firms will not be considered to perform the SAMS contract?

Answer: Correct. Also, See Addendum 2, Item 1.

ITEM 9: Question: Will there be an on-site office provided by the airport?

Answer: GOAA does not provide office space. The Awarded Contractor is required to have an office "On-Site". The office space needs to be sufficient for the Contractor to conduct business and, if not on airport property, it must be located in proximity deemed acceptable by the Authority. Authority rental property rates may be obtained from the Commercial Properties Department (407-825-3565).

ITEM 10: Question: "Would GOAA consider adding a force majeure clause in the interest of both parties"? If yes, would GOAA consider draft Force Majeure language similar to, "Neither Party shall be liable for any failure to perform its obligations hereunder due to supervening conditions beyond such Party's control, including but limited to, acts of God, strikes, emergencies, the Internet, utility failure (including without limitation, communication links failure), mechanical failure, regulatory or other governmental action, terrorism or terrorism related security issues, action or inaction by the other Party hereto (collectively, "Force Majeure"). If a party fails to perform due to an event described in this subsection, (i) such party shall promptly provide notice to the other party hereto of the occurrence of such event, and (ii) such party shall attempt to mitigate the failure to perform caused by such event."?

Answer: The Authority would not accept adding this language to the Agreement.

ITEM 11: Question: If I use an LBD company for 11% of the business or a WMBE company, do I need to use both or just the one?

Answer: The Small Business requirement is 11% LDB and 11% MWBE. This means at least 22% of the business, has to go to a certified small business. We are expecting all Primes to team up with either: one company certified in both programs (where that one company will get 22% of the business and scope of work is clearly defined for each program) or team up with two separate small businesses one certified as MWBE and the other LDB. We encourage two separate businesses, because that increases opportunities however; Primes have the option to team up with only one.

ITEM 12: Question: Would the Authority waive the fee associated with the identification badges if the new Contractor retains some portion of incumbent employees who have current airport credentials?

Answer: The Authority will not waive any fee associated with the identification badges for incumbent employees.

ITEM 13: Question: Would the Aviation Authority consider a liability cap for fines and indemnification in the agreement?

Answer: The Authority would not accept adding this language to the Agreement.

ITEM 14: Question: Would the Aviation Authority consider specifying payment terms of 30 days net (or similar) in the agreement?

Answer: The Authority meets the State of Florida prompt payment provisions.

ITEM 15: Question: In regard to Termination, Section 9.2 of General Conditions, would the Authority agree to Contractor right to terminate on 60 days?

Answer: The Authority does not accept any modifications to Section 9.2 of the General Conditions.

ITEM 16: Question: Would the Aviation Authority consider a liability cap for fines and indemnification in the agreement?

Answer: The Authority would not accept adding this language to the Agreement.

ITEM 17: Question: Would the Aviation Authority consider including a mutual Force Majeure clause in the agreement? If yes, would GOAA consider draft Force Majeure language similar to, "Neither Party shall be liable for any failure to perform its obligations hereunder due to supervening conditions beyond such Party's control, including but limited to, acts of God, strikes, emergencies, the Internet, utility failure (including without limitation, communication links failure), mechanical failure, regulatory or other governmental action, war, terrorism or terrorism related security issues, pandemic, action or inaction by the other Party hereto (collectively, "Force Majeure"). If a party fails to perform due to an event described in this subsection, (i) such party shall promptly provide notice to the other party hereto of the occurrence of such event, and (ii) such party shall attempt to mitigate the failure to perform caused by such event."?

Answer: The Authority would not accept adding this language to the Agreement.

ITEM 18: Question: Would the Aviation Authority consider a mutual default and termination clause of 30 days in the agreement? If 30 days is not acceptable to the Aviation Authority, how many days' notice would be acceptable to the Aviation?

Answer: The Authority would not accept any modifications to Section 9.2 of the General Conditions.

ITEM 19: Question: Our Self-Insured retention is \$500,000. Is this acceptable to the Aviation Authority?

Answer: The Authority would not accept any modifications to Section 5.7.1.1 of the General Conditions.

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

Janice K. Hughes

Janice K. Hughes, CPPB
Senior Purchasing Agent

September 3, 2020

Date

Exhibit A Current Workforce Breakdown

Days of Service Breakdown if active to 4/1/2021 - SUPERVISORS

Days of Service	# of Supervisors
280	1
365	1
437	1
449	1
606	1
689	1
984	1
1184	1
1324	1
1,826+	4

Days of Service Breakdown if active to 4/1/2021 – Monitors

Days of Service	# of Monitors
388	3
393	1
394	1
395	1
416	2
423	1
450	1
451	1
470	1
472	2
478	2
479	2
492	1
503	1
514	1
520	1
521	1
532	3
535	3
540	1
560	1

Exhibit A Current Workforce Breakdown

608	2
609	1
622	1
625	1
666	1
673	1
714	1
717	1
731	3
737	1
745	1
757	1
759	4
773	3
787	2
791	1
807	1
808	1
815	2
832	2
875	1
895	1
902	1
906	3
919	1
930	1
940	1
966	1
969	2
983	1
997	1
1,001	1
1,046	1
1,052	1
1,095	1
1,169	1
1,185	1
1,190	1
1,191	2
1,197	1
1,233	1

Exhibit A Current Workforce Breakdown

1,242	1
1,248	1
1,256	1
1,274	1
1,283	1
1,284	1
1,288	1
1,295	1
1,304	1
1,324	1
1,336	1
1,338	5
1,339	11
1,399	1
1,408	1
1,449	1
1,450	1
1,508	2
1,514	1
1,521	1
1,536	1
1,582	1
1,599	1
1,619	1
1,631	1
1,640	1
1,643	1
1,651	1
1,658	1
1,660	1
1,674	1
1,677	1
1,681	3
1,682	2
1,683	1
1,695	1
1,704	1
1,745	1
1,772	1
1,826+	49

2.3.2 Additional Staffing Requirements:

Post	Staff	Hours/Day*	Days/Week*	Annual Hours*
Construction	8	10	48 Hours Notice 7 days/week	20,800
Additional Staffing	8	10	48 Hours Notice 7 days/week	20,800
Elevated Alert	4 4	24 16	2 Hours Response Duration of Alert	2,200
Estimated Total Annual Hours				43,000

* The hours and days set forth above are estimates, which may or may not be required by the Authority.

2.3.3 The Contractor’s total hours billed to the Authority shall not exceed the Annual Hours set forth in Section 2.3.1 for each Post for Normal Staffing Requirements without written authorization from the AAR.

2.3.4 Hours billed for Additional Staffing Requirements (as listed in Section 2.3.2) shall be approved in writing by the AAR prior to submission of invoice for payment.

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

2.3.6 Contractor shall, at a minimum, pay the following hourly rates:

2.3.6.1 Monitors

1 – 90 Days	91 – 730 Days	731 – 1,825 Days	1,826 Days - Indefinite
\$14.00 per hour	\$14.70per hour	\$15.50per hour	\$16.25per hour

The first day of Initial Hire training is considered “Day 1” for a Monitor. The AAR determines the adjusted “Day 1” for any Monitor that has a break in employment.

2.3.6.2 Supervisors

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

The first day an employee works as a Supervisor is considered “Day 1”. The AAR determines the adjusted “Day 1” for any Supervisor that has a break in employment.

2.3.7 The Awarded Contractor is to offer the “right of first refusal of positions” from the existing Contractor’s qualified employees.

ADDENDUM NO. 4
TO
PURCHASING PROPOSAL 06-21
SECURITY AREA MONITOR SERVICES
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA

September 14, 2020

This addendum forms a part of the Proposal Documents described above. The original Proposal 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 2 with corrected page 2 revised to read: **No Proposal may be withdrawn after the scheduled Proposal opening time for a period of one hundred twenty (120) days."**
- ITEM 2: Question: Per page 2 of the solicitation, "No Proposal may be withdrawn for a period of ninety (90) days after the time and date scheduled for Proposal opening." However, Section 10 Withdrawal of Proposals on page IP-7 states, "No Proposal may be withdrawn after the scheduled Proposal opening time for a period of one hundred twenty (120) days." Is the proposal validity period 90 days or 120 days?
- Answer: Please See Item 1.
- ITEM 3: Question: How many incumbent Officers are currently on staff and how many are full/part-time?
- Answer: There are approximately 130 employees for the incumbent Contractor currently on staff involving a mix of both full and part-time employees.
- ITEM 4: Question: Will the Authority object to the retention of any incumbent security officer, supervisors, assistant manager, and on-site manager?
- Answer: At this point, the Authority has no objection to retaining any incumbent. However, the Authority has the right to accept or reject any employee.
- ITEM 5: Question: What implications are there to the tender process if exceptions to the contract language are submitted with the bid?
- Answer: The Authority will not consider exceptions.
- ITEM 6: Question: In this RFP, can a certified DBE be used in the minority portion or as a prime?
- Answer: A certified small business can submit a proposal as a Prime and must still meet all small business requirements as well. For the purpose of counting MWBE participation, Disadvantaged Business Enterprises (DBEs) certified by the Florida UCP shall count towards MWBE participation goals.

ITEM 7: Question: The sliding scale for the starting salaries then time in grade increases. Will that be broken out into separate bill rates or is that an all-inclusive bill rate that we will bill and promote people into capturing the pay-rate to match the bill rate.

Answer: Please refer to PF-10 items A., B., C., D., and E. One (1) loaded bill rate is required for each category for each year.

ITEM 8: Question: If the incumbent is at a higher pay rate will there be any allowance to match current pay?

Answer: The Bill Rate is different than the Pay Rate. The Authority has established the new Contract New Minimum Pay Rates. Please refer to PF-10 and 2.3.6 of the Specifications for the minimum required pay rates for Monitors and Supervisors. The pay rates for the On-Site Manager, Assistant Manager, and Trainer are for the Contractor to determine.

ITEM 9: Question: Will employee parking be provided at no cost for the duration of the Agreement?

Answer: Please refer to 1.6 of the Specifications.

ITEM 10: Question: Other than State and Federal minimum wage requirements, are there other minimum wage and benefits criteria to pay the guards? Is so, what is that minimum?

Answer: Please refer to Section 2.5, Page IP-2 of the Instructions to Proposers and to Section 2.3.6, Page S-15 of the Specifications.

ITEM 11: Question: Is there a requirement to give the incumbent guard force the first right of refusal when hiring for the newly awarded contract?

Answer: See Addendum 3, Item 2 and Item 3.

ITEM 12: Question: States Contractor is required to conduct an employee background check. A fee of \$11 is shown in 1.5.4. Can GOAA clarify if the Contractor pays GOAA for the background? Is the Contractor required to perform a background and pay this fee?

Answer: The Awarded Contractor is required to conduct a background check prior to submitting a potential employee for the badging process as stated in 1.5 of the Specifications. 1.5.4 of the Specifications shows the costs associated with the Security Background Check associated with the Airport Identification Badge. The \$11.00 is part of that fee to the Authority.

ITEM 13: Question: Does the Contractor pay a Fee of \$25 for each initial badge issue?

Answer: Please see 1.5.4 of the Specifications. Security Background Check, New Issue and Fingerprinting fees add up to the cost (\$63.00) associated with a newly issued badge.

ITEM 14: Question: Does the Contractor pay GOAA for the fingerprint every 2 years or is this a GOAA processing fee?

Answer: Please see 1.5.4 of the Specifications. Fees associated with fingerprinting and renewal are paid by the Awarded Contractor every two (2) years to total \$52.00.

ITEM 15: Question: For Physical Requirements, is Contractor required to test its personnel for these requirements and are the tests required to be administered by a physician or nurse? Is a medical exam required to be administered and on file for each person?

Answer: Please refer to 1.4.9 of the Specifications.

ITEM 16: Question: Is the increase in price for option periods determined and modified into the contract automatically with each option renewal?

Answer: Please refer to Section 2.5, Page IP-2 of the Instructions to Proposers.

ITEM 17: Question: Does a U.S Small Business Administration designated Small Disadvantaged Business meets the LDB or MWBE requirement? If so, what is required to be submitted for proof?

Answer: For the purpose of counting MWBE participation, Disadvantaged Business Enterprises (DBEs) certified by the Florida UCP shall count towards MWBE participation goals. However, DBEs shall not be counted toward LDB participation goals.

ITEM 18: Question: Does a U.S. Veterans Owned Small Business meet the LDB or MWBE requirement? If so, what is required to be submitted as proof?

Answer: Proposers may achieve Local Developing Business (LDB) participation through VBE participation if the VBE proposed is domiciled in the Orlando SMSA and be certified by either US Dept. of Veterans Affairs [Center of Verification and Evaluation - https://www.vip.vetbiz.va.gov/](https://www.vip.vetbiz.va.gov/) or Office of Supplier Diversity (OSD) - <https://osd.dms.myflorida.com/directories> However, VBES shall not be counted toward MWBE participation goals.

ITEM 19: Question: Can GOAA please clarify what PPE is required?

Answer: Please refer to 1.8.4.4 and 1.2.1 of the Specifications and 20 of the Instructions to Proposers.

ITEM 20: Question: Can GOAA please provide the current weekly hours due to COVID-19 adjustments?

Answer: Please refer to 2.3.1 of the Specifications for the Normal Staffing Requirements. The current hours (approximately) being staffed each week is 4,250.

ITEM 21: Question: Can GOAA please provide the current COVID-19 staffing schedule as well as the previous staffing schedule prior to COVID-19?

Answer: See Item 20. Current staffing schedule prior to COVID-19 was for total estimated annual hours of 545,884.

ITEM 22: Question: Can GOAA please provide a copy of the most recent invoice?

Answer: See Attachment 1, Most Recent Invoice

ITEM 23: Question: Which brand of electric stand-up three-wheel vehicles is currently being used and does GOAA prefer any brand of electric vehicle going forward?

Answer: The current Contractor provides 2 "Xtreme Green Machine" stand up vehicles and 1 "SEGWAY SE3 Patroller". The Authority has no preference on brand.

ITEM 24: Question: How many cellphones are currently being used under this contract?

Answer: Please refer to 1.7 of the Specifications.

ITEM 25: Question: What is the current cost of issuance of Vehicle Access Permits issued by Authority?

Answer: Please refer to 1.5.4 of the Specifications for AOA Vehicle Decal costs.

ITEM 26: Question: May proposers submit a Certificate of Insurance to satisfy the requirements of Section 3.5 on page IP-4?

Answer: Yes, a Certificate of Insurance meeting the Insurance Requirements is acceptable.

ITEM 27: Question: We note that the successful proposer is required to provide a Performance Bond. See Section 15 on page IP-10. Are all proposers required to submit a Consent of Surety with the proposal?

Answer: No, Proposers are not required to submit a Consent of Surety with their proposal.

ITEM 28: Question: Our Company stands behind our security services and regularly accepts the obligation to indemnify clients for the comparative portion of any losses, costs or damages that are caused by the acts or omissions of our personnel in the performance of security services under client agreements. Can Section 5.1 on page GC-3 be revised as follows to reflect that standard?

- On line 15, replace the word "unless" with the phrase "except to the extent."
- On lines, 16-17, replace the phrase "solely by Authority's negligence or by the joint negligence of Authority and" with the phrase "by the negligence of Authority and/or."

- On line 19, replace the phrase “arising out of or in connection with” at the beginning of Subsection (iii) with the phrase “to the extent proximately caused by.”
- On lines 23-24, replace the phrase “arising out of or in connection with” at the beginning of Subsection (iv) with the phrase “to the extent proximately caused by.”

Answer: The Authority would not accept any modifications to Section 5, Pages GC-3 through GC-6 of the General Conditions.

ITEM 29: Question: We note the Authority’s prerogative in Section 5.7.1.1 on page GC-5 to approve the Contractor’s self-insured retentions and deductibles. Our company maintains insurance deductibles and retentions that have been determined as optimal for a company of our size and financial strength after careful review with our insurance advisors, and they cannot be eliminated or reduced with respect to a specific client. We have demonstrated to our insurers the financial ability to fund those deductibles and retentions over an extended period of time. Should the Authority require added security, we can provide the guaranty of our parent company of losses and expenses that fall within the SIRs and deductibles. Can Section 5.7.1.1 be revised to add the following at the end of the section?

“Approval of self-insured retentions and deductibles shall not be unreasonably withheld upon Contractor’s demonstration of financial capacity to carry said deductibles and self-insured retentions. Should the Authority require added security, the Authority shall accept a financial guarantee of Contractor’s parent company guaranteeing payment of losses and related claims investigation, administration and defense expenses that fall within the policy self-insured retentions and deductibles.”

Answer: The Authority would not accept any modifications to Section 5, Pages GC-3 through GC-6 of the General Conditions.

ITEM 30: Question: Our Company routinely adds clients as additional insureds on our insurance policies, so long as our obligations are aligned with our indemnification obligations and limited to the specified insurance limits we have agreed to provide. Our blanket additional insured endorsement automatically covers any party we are required by written contract to cover as an additional insured, to the extent set forth in such contract, without the necessity of expressly naming such party. Can Section 5.7.1.2 on page GC-5 be revised as follows to reflect those parameters?

On line 5, replace the phrase “named as additional insureds” with the phrase “included as additional insureds to the extent of the Contractor’s indemnification obligation under Section 5.1 of these General Conditions and up to the required insurance coverage amount.”

Answer: The Authority would not accept any modifications to Section 5, Pages GC-3 through GC-6 of the General Conditions.

ITEM 31: Question: Can Section 7.2 on page GC-10 be revised to give the Contractor the reciprocal right to terminate the Contract on the same terms and conditions.

Answer: The Authority would not accept any modifications to Section 7, Pages GC-10 of the General Conditions.

ITEM 32: Question: Can Section 9.2 on page GC-13 be revised to give the Contractor the reciprocal right to terminate the Contract for convenience on 120 days' written notice to the Authority?

Answer: The Authority would not accept any modifications to Section 9, Pages GC-11 through GC-13 of the General Conditions.

ITEM 33: Question: Can Section 19.10 on page GC-18 be revised as follows to condition the Authority's right to recover the costs and expenses identified therein on a finding of fault/liability on the part of the Contractor by insertion of the following at the end of the section?

"Anything to the contrary notwithstanding: (3) the Authority shall have no right to recover the costs of any compliance audit or investigation that does not reveal any failure by the Contractor to comply with any provision of this Contract; (4) the Authority shall have no right to recover the costs of any financial audit pursuant to Section 19.15 or otherwise, unless the amount overbilled by Contractor exceeds 105% of the amount rightfully owed to Contractor for the period covered by the audit; and (5) the Authority shall have no right to recover the costs of any proceeding described in subsection (2) of this section unless the Authority is the prevailing party in such proceeding."

Answer: The Authority would not accept any modifications to Section 19.10 Page GC-18 of the General Conditions.

ITEM 34: Question: Can Section 19.21 on page GC-20 be revised as follows to exclude the Authority's gross negligence and willful misconduct from the scope of the release granted to the Authority therein?

On lines 5-6, replace the phrase "including, but not limited to, any damages resulting from negligence" with the phrase "except to the extent of damages caused by the gross negligence or willful misconduct."

Answer: The Authority would not accept any modifications to Section 19.21, Page GC-20 of the General Conditions.

ITEM 35: Question: Section 1.5.11 of the Specification states "the Contractor must have a sufficient number of management staff as well as maintenance technicians ..." Would GOAA please clarify the requirement for maintenance technicians?

Answer: Currently, none of the Contractor's personnel are required to have US Customs and Border Patrol FIS Credentials. There are no maintenance technicians on this contract.

ITEM 36: Question: Section 1.10 of the Specifications addresses breaks for the security force. Are any of posts self-relieving? For example, do the roving officers require another officer to relieve them for a meal break or do they simply take a meal break?

- a. If so, would the Airport please identify which posts can self-relieve?
- b. Are fixed post officers relieved for meal and comfort breaks by another security officer or the supervisors?

- c. If it is another security officer, is the security officer a dedicated officer providing required breaks?
- d. Are these relief officers included in the required staffing provided with the solicitation?

Answer: Please refer to Section 1.10, Page S-9 of the Specifications.

ITEM 37: Question: Do the security officers report to a single location prior to starting their shift for briefing and inspection? If so, how long does it take for the security officers get to from the shift briefing location to post? Additionally, how do the officers get to post, are they transported by the contractor or do they get there on their own?

Answer: Currently Security Monitors do not report to a single location, but this is a decision of the Contractor. Currently no, but this is up to the Contractor. Some Posts will require transport by the Contractor. The posts are Checkpoint Alpha, Checkpoint Bravo and Checkpoint Charlie. Sometimes Vendor Delivery and Inspection Teams will require Contractor transport.

ITEM 38: Question: Breakdown of training: what is the authority stating as billable?

Answer: The twenty-four (24) hours of training listed in 3.8.6.1, 3.8.6.2, and 3.8.6.3 of the Specifications are billable. The twenty-four (24) hours of supervisory training discussed in 3.8.3 of the Specifications is billable.

ITEM 39: Question: Hours - will this increase when air travel rises?

Answer: Please refer to 2.3 of the Specifications for staffing requirements. Additional hours may be required in the future. The Authority will provide adequate notification to increase staffing.

ITEM 40: Question: The RFP currently does not show hours for the South Terminal which was originally slated to open sometime in 2021 is that still the timeline and what is the anticipated hours associated with that?

Answer: The number of hours associated with the South Terminal have yet to be determined.

ITEM 41: Question: Currently the 4 airside have Alarm responders 1 per airside per shift 4 total that does not appear to be on the RFP is that position going away, or has it been reclassified?

Answer: Please refer to 2.3 of the Specifications for staffing requirements and estimated total annual hours.

ITEM 42: Question: Please clarify the difference between inspection teams and Vendor delivery?

Answer: They perform similar duties at different locations of the airport. Please refer to 2.3 of the Specifications for staffing requirements.

ITEM 43: Question: How would employees go about completing the authority provided training and in what time frame would this be completed?

Answer: Please refer to 3.8.6.1 of the Specifications for the Authority-Provided Initial eight (8) hour Training. This training is done in a "class room" type setting at the Awarded Contractor's local location.

ITEM 44: Question: Can the 11% of contract allotted to MWBE be split between two entities or is it limited to one company per?

Answer: Yes, goals can be split into more than one entity.

ITEM 45: Question: In regards to the days of performance utilized for the minimum wages, will the new contractor be required to grandfather in existing contract employees? Also, will the days of experience be given to personnel that have worked consistently in support of GOAA, but may not have worked on this particular contract vehicle?

Answer: Yes, the days of service for employees, as it pertains to wage requirements, are days the individual has worked on GOAA's Security Area Monitor Service Contract(s).

ITEM 46: Question: How does the authority provided training occur, and in what timeframe does the training take place during the transition process?

Answer: Please see Item 43 and refer to 3.8.3 of the Specification.

ITEM 47: Question: If the owner of the contracting company is managing and has the B agency license, is the MB license required?

Answer: The Awarded Contractor must have the required State of Florida Security Agency License, and the On-Site Manager must have the required Security Manager License as required by the Florida Department of Agriculture and Consumer Services with submittal of Proposal.

ITEM 48: Question: Is the current guard force a part of a union?

Answer: No

ITEM 49: Question: Please provide the name of the two subcontractors for MWDB and LDB that the current contractor is using.

Answer: Currently HSS is meeting both MWBE and LDB participation with CNational Security, LLC d/b/a Comp Security.

ITEM 50: Question: Please confirm if a CF 301 Bond is required. Page 90

Answer: Please see Item 35.

ITEM 51: Question: 1.10 Breaks provides that at no time will any security post be left unattended, please provide how rest and meal breaks are currently being performed.

Answer: Required breaks are met by satisfying the requirements of 1.10 of the Specifications. (No Post is left unattended.) Also, please refer to 1.10.2 of the Specifications.

ITEM 52: Question: Do the 2 24/7 breakers cover all mandated rest and meal breaks?

Answer: The Breaker positions are to meet, or assist with meeting, all required breaks listed in 1.10 of the specifications. Also, please refer to 1.10.2 of the Specifications.

ITEM 53: Question: Please confirm that the 8 hours of Authority Training is billable.

Answer: Yes.

ITEM 54: Question: Please clarify that the 8 hours of Contractor Training is billable.

Answer: Yes.

ITEM 55: Question: Please clarify that the 8 hours of Procedure Training is billable.

Answer: Yes.

ITEM 56: Question: Please confirm the training for 49 CFR Part 1520 will be included in the 24 hours of training or will it take additional hours. Please provide the hours.

Answer: 49 CFR Part 1520 required training will be covered in billable eight (8) hours of Authority-Provided Training, and/or eight (8) hours of Contractor-Provided Training, and/or eight (8) hours of Procedure Training.

ITEM 57: Question: Please provide the amount of liquidated damages levied in the last 12 months.

Answer: No Liquidated Damages have been levied in the past 12 months.

ITEM 58: Question: Please clarify if a Bid Bond is required.

Answer: No Bid Bond is required.

ITEM 59: Question: Please confirm if a Performance Bond of \$2,175,000 is required.

Answer: Please refer to Section 15 of the Instructions to Proposers and Section 6 of the General Conditions. The Proposer to whom the Notice of Intent to Award is given shall provide a Performance Bond for \$2,175,000.00 within ten (10) business days after the date Notice of Intent to Award.

ITEM 60: Question: 2.2.1 provides that Option Years will be increased by the percentage of CPI-W. If the Authority increases minimum wage, will the billing rates be able to increase the same percentage as the minimum wage?

Answer: The Authority does not foresee increasing the minimum wage requirements. However, if the Authority does increase minimum pay rate, the billing rates may be increased through negotiation between both parties. Refer to Section 2.2 of the Specification.

ITEM 61: Question: If the City of Orlando's minimum wage increases above the wage listed in the RFP, is the Airport bound by the minimum wage?

Answer: The Authority is not bound by the City of Orlando's Living Wage requirement.

ITEM 62: Question: If GOAA increases the minimum wage will they allow the contractor to increase the same percentage to the billing rates?

Answer: Please see Item 60.

ITEM 63: Question: Please confirm that the seniority for Monitors will transfer with a change of contractor or will it reset with the new contractor.

Answer: The seniority for the Monitors and Supervisors will transfer with a change of contractor. A breakdown of the current work forces' days-of-service has been provided with Addendum 3, Item 1.

ITEM 64: Question: Can you provide the current hourly Bill Rates for the Monitor, Supervisor, Assistant Manager/Trainer, and On-Site Manager?

Answer: "Bill Rates" are defined as the "Hourly Rates" in the RFP are to comply with Instruction to Proposers, Section 2.5, Page IP-2. The current contracted Hourly Rates are as follows:

- Monitor: \$18.86
- Supervisor: \$24.92
- Assistant Manager/Trainer: \$27.63
- On-Site Manager: \$38.94
- Additional Staffing Requirements: \$23.57

ITEM 65: Question: Can you provide the current hourly Pay Rates for the Monitor, Supervisor, Assistant Manager/Trainer, and On-Site Manager?

Answer: The Minimum Wage Rates required for the Current Contract are:

- Monitors: \$12.50
 - Supervisor: \$16.50
- See Item 64 for Bill Rates.

ITEM 66: Question: Are there any specific models of electric stand-up 3-wheel vehicles that are required or desired by the Authority?

Answer: Please refer to Item 23.

ITEM 67: Question: Other than what is noted on page S-8, Section 1.8.3 are there any other technical specifications or specific requirements for the stand-up, 3-wheel electric vehicles (e.g. electric motor horsepower, battery kWh capacity, charging times, range in miles or hours, top speed, curb weight, wheel size, safety features, enclosed or open cabin, seated or standing operator, etc.)?

Answer: Please refer to Section 1.8.3 of the Specifications for these requirements.

ITEM 68: Question: Regarding submitting the State of Florida Class "MB" License with the proposal for the proposed On-Site Manager candidate is it permissible to submit a State of Florida "MB" License application number documenting that the "MB" License application is process and pending?

Answer: Proposers may submit the On-Site Manager candidate's State of Florida "MB" License or application number documenting the request. Prior to Contract Award the On-Site Manager must have the required State of FL Security License.

ITEM 69: Question: Would a proposal that included a State of Florida application number verifying that a proposed candidate's State of Florida "MB" License application is in-progress and pending "MB" license be considered a responsive submittal? Or a disqualifying event? Or would it receive a lowered or zero score for that evaluation criterion?

Answer: Please refer to Section 33.3 of the Instructions to Proposers.

ITEM 70: Question: Section 1.5.11 mentions that Management staff and maintenance technicians would need FIS access and therefore CBP seals. Would the Authority confirm what positions or members of the SAM Services team would require CBP seals and/or FIS access?

Answer: Please see Item 35.

ITEM 71: Question: Section 3.1.9.13 references incurred penalties, would the Authority provide a total summed dollar amount of all incurred penalties during the last five (5) years by the incumbent contractor or subcontractors?

Answer: \$12,500.00.

ITEM 72: Question: Is there a specific type of uniform required beyond the general description provided on page S-9, Section 1.9.1? For planning and pricing purposes, does the Authority have specific requirements or preferences for cargo pants, blazers, or shorts?

Answer: Please refer to 1.9 of the Specifications. Cargo pants not allowed.

- ITEM 73: Question: Are there any specifications to employee background checks?
Answer: Please refer to 1.5 of the Specifications.
- ITEM 74: Question: Are there associated costs for programming the Authority provided 2-way radios? Does the Authority provide the maintenance and replacements for 2-way radios at no cost?
Answer: No. Please refer to 1.6.2 of the Specifications. No. Please refer to 19.3 of the General Conditions.
- ITEM 75: Question: What are the primary purposes and areas of operation for the standard vehicles?
Answer: Transporting and patrolling on the entire airport campus.
- ITEM 76: Question: What are the primary purposes and areas of operation for the electric vehicles?
Answer: Patrolling of the airport's Garages.
- ITEM 77: Question: Does the Authority require radios to be installed into any of the vehicles?
Answer: No.
- ITEM 78: Question: Does the Authority or the Provider provide the equipment for vehicle searches (e.g. mirrors, etc.)?
Answer: Please refer to 1.8.4 of the Specifications.
- ITEM 79: Question: If positions require outside posts, are relieving (bathroom) facilities available at the post(s)?
Answer: These types of facilities are at, or in close proximity, to these types of Posts.
- ITEM 80: Question: Are floaters required? If yes, how many and how many hours per shift?
Answer: Please refer to 2.3 of the Specification for staffing requirements.
- ITEM 81: Question: For planning and pricing purposes, how much in fines has been incurred by the Provider in the last five (5) years.
Answer: Please see Item 71.
- ITEM 82: Question: Is training billable?
Answer: Please see Item 38.

ITEM 83: Question: Beyond a fingerprint based Criminal History Records Check and potentially a name-based background check initiated by the Airport for a Security Threat Assessment (STA) would the Authority please specify what types of other employee pre-employment screening and the specific threshold levels for both initial and confirmatory tests are required, if any (e.g. other background checks, social media checks, how many panel drug testing, alcohol tests, physical test, etc.)? If yes, does the Authority require DOT compliant testing? Does the Authority require a specific number of drug-panel tests to be screened for (e.g. 6-panel, 7-panel, 10-panel, 12-panel, etc.)? If some tests are more frequent than just initial can the Authority please confirm the frequency to perform each test (e.g. alcohol, drug testing (how many panel drug test), physical, etc.)?

Answer: Please refer to 1.5 of the Specification for background check requirements. Please refer to 1.4.9 of the Specifications for the Contractor's responsibility as it pertains to its personnel and the physical requirements. How the Contractor meets this requirement is up to the Contractor. Please refer to 1.4.4 of the Specifications for drug testing requirements.

ITEM 84: Question: If alcohol tests are required at any time does the Authority have a requirement for evidential breath testing or blood testing?

Answer: Please refer to 1.4.4 of the Specifications.

ITEM 85: Question: Section 1.4.4 on page S-3 states, "No employee shall be hired by a Contractor for work on Authority's premises prior to such employee having tested negative for drugs." Would the Authority please define or list which drugs or synthetics must be tested negative for? Would the Authority please specify which type of drug tests are required to be taken (i.e. urine, saliva, hair, blood, etc.)?

Answer: Please refer to 1.4.4 of the Specifications for drug testing requirements.

ITEM 86: Question: What is the current pay rate at the airport for similar positions?

Answer: There are no similar positions at the Authority.

ITEM 87: Question: Is there any mandated, PTO, sick time, vacation or any other mandated fringe benefits required?

Answer: Please refer to 2.3.5 of the Specifications.

ITEM 88: Question: Are there any mandated levels of health benefits?

Answer: Please refer to 2.3.5 of the Specifications.

ITEM 89: Question: Are there specific training/certifications required: fire guard, CPR, first aid, Lenel, etc.

Answer: Please refer to 3.8 of the Specifications for training requirements.

ITEM 90: Question: Beyond initial training how many hours of recurring or annual refresher training is required?

Answer: Please see Item 38. Additional training required or not required is at the Contractor's cost; it is not billable.

ITEM 91: Question: Must training be conducted in-house by the Provider or can it be done by third party or client?

Answer: Please refer to 2.2.9 of the Specifications for requirements of the Trainer position.

ITEM 92: Question: Addendum #3, Exhibit A listed thirteen (13) supervisors active currently. Does the Authority consider thirteen (13) billable supervisors to be sufficient to meet the demands and needs of the quality service the Authority expects for a normal staffing profile of 296,603 annual hours specified on page S-14 of the RFP? Or are thirteen supervisors short of the optimum number of supervisors required to adequately oversee the normal staffing profile (see above) in the eyes of the Authority?

Answer: Two Supervisors (24/7) are required per 2.3 of the Specifications.

ITEM 93: Question: Is the current billable on-site Program Manager, Assistant Manager, Trainer, and Administrator sufficient to meet the demands and needs of the baseline 296,603 normal annual hours and 43,000 annual hours of the additional staffing requirement?

Answer: Please refer to 2.3 of the Specifications.

ITEM 94: Question: Of the estimated 296,603 normal annual hours how many are supervisor positions?

Answer: Please refer to 2.3.1 of the Specifications for estimated annual hours at the Supervisor position.

ITEM 95: Question: Additional staff: How many times in the past year were additional officers requested for 2-hour response or 48-hour notice? If so, how many additional officers were required per shift?

Answer: In the past 12 months, Additional Staff were required zero (0) times for 2-hour response. This does not alleviate the Contractor from responding to this requirement. Additional Staff were required approximately twelve (12) to twenty-four (24) times for 48-hour notice. The number of additional staff were two (2) or less.

ITEM 96: Question: Additional staff: How many times in the past five (5) years were additional officers requested for 2-hour response or 48-hour notice? If so, how many additional officers were required per shift?

Answer: See Item 95.

ITEM 97: Question: Are any other non-billable positions needed (i.e. admin staff, additional officers, fast teams, etc.)?

Answer: The Contractor should determine their staffing above the Authority's requirements for staffing.

ITEM 98: Question: Are any positions or posts self-relieving? If yes, which ones?

Answer: Please see Item 36.

ITEM 99: Question: May one guard at any position provide relief or breaks to another other guard at the same position? If so, which posts are these?

Answer: Please see Item 36.

ITEM 100: Question: Does the Provider need to staff relief and/or floater agents? If yes, how many positions/hours? Are relief and floater agents billable? Are the times they are providing relief billable?

Answer: Please refer to 2.3 of the Specifications for billable positions.

ITEM 101: Question: For clarity, for any incumbent employees retained is it the Authority's desire for their prior days of service to be grandfathered and added to the 'Day 1' hire date with any successor for the purposes of determining minimum pay rates for monitors and supervisors as outlined on page S-15, Section 2.3.6?

Answer: Correct.

ITEM 102: Question: We understand that Proposer's shall provide the resume for its proposed candidate On-Site Manager. For Proposer's that have more than one well qualified candidate is it a disqualifying action to submit resumes for more than one On-Site Manager as they would be contingent hires? Will it decrease the scoring of this evaluation criterion if more than one On-Site Manager candidate is submitted for consideration?

Answer: If providing more than one (1) On-Site Manager, the Proposer must designate the one that is to be evaluated.

ITEM 103: Question: Would it result in a lowered score or disqualification if the Proposer also submitted resumes for the proposed Assistant Manager, Trainer, or Administrative position?

Answer: Please refer to 3.3 of the Instructions to Proposers.

ITEM 104: Question: Will the Authority lease on-airport space for the Provider's management/training/administrative staff and training purposes? If yes, what is the current price per square foot?

Answer: Please refer to Addendum 3, Item 9

ITEM 105: Question: If the scope of services implies scope for employee screening, would such employee screening be at fixed positions, or random? If screening equipment is to be used during the term of this Agreement what type of equipment would be used (i.e. HHMD, WTMD, ETD, x-ray, etc.)? If yes, which party would be responsible to maintain the equipment and at whose cost? If yes, would it include hands-on bag checks or stadium style screening?

Answer: This scope of work does not include any "employee screening".

ITEM 106: Question: For planning and pricing purposes, will the Authority provide a break down in man-hours per post? And the current start/stop shift times for posts manned less than 24-hours per day?

Answer: Please refer to 2.3 of the Specifications for staffing requirements. Proposers are to submit a Staffing Plan with their Proposal based on the staffing requirements. ARR will provide start/stop times to the Awarded Contractor.

ITEM 107: Question: For planning purposes and to better quantify risk, over the current agreement term how many dollars of liquidated damages have been assessed to the incumbent provider? And how many total hours of service losses have there been?

Answer: Please see Item 57.

ITEM 108: Question: What is the Authority's annual budget for the MCO-based security area monitor services covered by this scope of work?

Answer: Proposed Annual Budget:
Fiscal Year 2021-2022 - \$7,310,000.00
Fiscal Year 2022-2023 - \$7,310,000.00

ITEM 109: Question: Is all training, not a result of a violation of TSA, FAA, or airport rules & regulations, billable? If not all, what portions are billable?

Answer: Please see Item 38.

ITEM 110: Question: Would the Authority identify any posts that require transportation to and from in order to provide relief?

Answer: Currently, Checkpoints Alpha, Bravo and Charlie do not permit pedestrian traffic.

ITEM 111: Question: Are the vehicles expected to operate off the airport property to perform these security services?

Answer: Yes. Public roadways are intertwined throughout the airport campus.

ITEM 112: Question: Is fuel for the non-electric vehicles available to Contractors on-airport property or must they be refueled off-airport property?

Answer: There is one (1) gas station located on the southern portion of airport property.

ITEM 113: Question: Are all incumbent and subcontractor security personnel trained to the required standards?

Answer: Yes.

ITEM 114: Question: Does the Authority provide an on-site safe or other acceptable locking container at the airport for properly securing SIDA badges and SSI materials? If not, would the Authority make such available during this Agreement?

Answer: No, the Authority does not provide an on-site safe. The Contractor is responsible to secure documents.

ITEM 115: Question: Will the Authority permit requests for equitable adjustment to annual bill rates if there is a material and uncontrollable increase to the Respondent's cost basis (e.g. new federal tax rates, local prevailing wage increases, new state or federal health care mandates, new legislation (example: "Patient Affordable Care Act", etc.)?)

Answer: No.

ITEM 116: Question: If the scope of services implies scope for employee screening, would such employee screening be at fixed positions, or random? If screening equipment is to be used during the term of this Agreement what type of equipment would be used (i.e. HHMD, WTMD, ETD, x-ray, etc.)? If yes, which party would be responsible to maintain the equipment and at whose cost? If yes, would it include hands-on bag checks or stadium style screening?

Answer: Please refer to Item 105.

ITEM 117: Question: Would the Authority please provide more detail on the roles and functions of the 2 x 24/7 'inspection teams' referenced on page S-14, Section 2.3.1? Does the scope cover employee screening, passenger screening, cargo screening, hold baggage screening, etc.

Answer: Personnel working the Inspection Teams Posts conduct Security Area Monitor duties/functions. There are no employee screening requirements.

ITEM 118: Question: For planning purposes and to better quantify risk, over the current agreement term how many dollars of liquidated damages have been assessed to the incumbent provider? And how many total hours of service losses have there been?

Answer: Please refer to Item 57.

ITEM 119: Question: Can the Authority please confirm if any vacation time is billable outside of the loaded bill rates?

Answer: No vacation time is billable. Benefits should be reflected in the Proposers loaded bill rate.

ITEM 120: Question: Is the airport-specific orientation and airport provided training billable outside of the loaded bill rates?

Answer: Please refer to Item 38.

ITEM 121: Question: Will the Authority provide Post Orders to a new Provider for collaborative review and potential recommendations for the Authority's consideration/approval during a transition period?

Answer: Yes.

ITEM 122: Question: Will the Authority provide on-airport training space(s) (e.g. classroom, conference room) for the awarded Respondent to utilize for new hire training?

Answer: Training space is not provided.

ITEM 123: Question: Please clarify what positions Bidders are required to provide resumes for in their response.

Answer: Please refer to Item 103.

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

Janice K. Hughes

Janice K. Hughes, CPPB
Senior Purchasing Agent

September 14, 2020

Date

Sealed Proposals 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 11:00 a.m., September 22, 2020, at which time all Proposals received will be publicly opened and read. Proposals 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. **Proposals transmitted electronically or by facsimile will not be accepted.** Any Proposal received after the time and date specified for the opening of the Proposals 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 Proposals, and which time shall be deemed correct and conclusive.

A Proposal must be submitted on a reproduced copy of the Proposal Forms supplied, including any addenda which may be issued, and must be submitted in a sealed envelope which shall be clearly marked Purchasing Proposal 06-21, Security Area Monitor (SAM) Services at the Orlando International Airport. Six (6) additional copies of the Proposal should also be included with the original Proposal. The original Proposal shall be submitted in hard copy format and clearly marked "Original". Additionally, an exact electronic copy of the Proposal should be included with the Original Proposal on an individual electronic USB Flash Drive.

No Proposal may be withdrawn for a period of **One-Hundred-Twenty (120) days** after the time and date scheduled for Proposal opening.

The Proposer 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 Proposal Documents.

The Authority reserves the right to waive any informalities or irregularities of Proposals, to request clarification of information submitted in any Proposal, to request additional information from any Proposer, or to reject any or all Proposals, and to re-advertise for Proposals. The Authority also reserves the right to extend the date and time period during which it will accept Proposals and to extend the date or time scheduled for the opening of Proposals.

Award, if made, will be to the responsible and responsive Proposer submitting the Proposal which is deemed by the Authority, in its sole discretion, to be the most advantageous to the Authority, price and other factors being considered.

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.

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



HSS Inc.
 990 South Broadway, Suite 100 ,
 Denver CO 80209-4010
 www.hss-us.com
 Federal Tax ID# 84-1098613

Invoice

Accounting Phone: (866) HSS-2008
 Department Phone: (303) 603-3120

Remit To:
 P.O. Box 17033
 Denver, CO 80217

Sold To

Attn: Bruce Gant
 Greater Orlando Aviation Authority
 PO Box 620125
 Orlando FL 32862

Invoice #

INV2241675

Date 8/12/2020
 Customer 20208
 Business Unit 220701 - Orlando
 Customer PO #
 Terms Net 30
 Net Due Date 9/11/2020
 Contract Contract #CO1565

Ship To

Attn: Bruce Gant
 Greater Orlando Aviation Authority
 PO Box 620125
 Orlando FL 32862

Service Divisions:

Healthcare Security Services
 Airport and Government Security Services
 Security Systems Integration
 PACT and BEST Staffing Services
 Medical Equipment Management

For the Billing Period from 7/1/2020 to 7/31/2020

Product Line: AGS : Airport Security

Quantity	UM	Item	Price	Ext. Price
578.27	HR	Subcontract Construction CNAT M205, BP 486	\$23.57	\$13,629.82

Subtotal	\$13,629.82
Total Tax	\$0.00
Total	\$13,629.82
Amount Paid	\$0.00
Amount Due	\$13,629.82



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Remit To:
 P.O. Box 17033
 Denver, CO 80217

Sold To

Attn: Bruce Gant
 Greater Orlando Aviation Authority
 PO Box 620125
 Orlando FL 32862

Invoice # **INV2241676**
 Date 8/3/2020
 Customer 20208
 Business Unit 220701 - Orlando
 Customer PO #
 Terms Net 30
 Net Due Date 9/2/2020
 Contract Contract #CO1565

Ship To

Attn: Bruce Gant
 Greater Orlando Aviation Authority
 PO Box 620125
 Orlando FL 32862

Service Divisions:
 Healthcare Security Services
 Airport and Government Security Services
 Security Systems Integration
 PACT and BEST Staffing Services
 Medical Equipment Management

For the Billing Period from 7/1/2020 to 7/31/2020

Product Line: AGS : Airport Security

Quantity	UM	Item	Price	Ext. Price
6	HR	Special Coverage Security Officer - OT East Check Point, BP263	\$23.57	\$141.42

Subtotal	\$141.42
Total Tax	\$0.00
Total	\$141.42
Amount Paid	\$0.00
Amount Due	\$141.42



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 Federal Tax ID# 84-1098613

Invoice

Accounting Phone: (866) HSS-2008
 Department Phone: (303) 603-3120

Remit To:
 P.O. Box 17033
 Denver, CO 80217

Sold To

Attn: Bruce Gant
 Greater Orlando Aviation Authority
 PO Box 620125
 Orlando FL 32862

Invoice # INV2241039 ✓
Date 8/12/2020
Customer 20208
Business Unit 220701 - Orlando
Customer PO #
Terms Net 30
Net Due Date 9/11/2020
Contract Contract #CO1565

Ship To

Attn: Bruce Gant
 Greater Orlando Aviation Authority
 PO Box 620125
 Orlando FL 32862

Service Divisions:
 Healthcare Security Services
 Airport and Government Security Services
 Security Systems Integration
 PACT and BEST Staffing Services
 Medical Equipment Management

For the Billing Period from 7/1/2020 to 7/31/2020

Product Line: AGS : Airport Security

Quantity	UM	Item	Price	Ext. Price
✓ 184	HR	Program Manager	\$38.94	\$7,164.96
✓ 184	HR	Assistant Program Manager	\$27.63	\$5,083.92
✓ 1,488	HR	Supervisors	\$24.92	\$37,080.96
✓ 12,269.01	HR	Security Officer	\$18.86	\$231,393.53
✓ 4,687.23	HR	Subcontract Security Officer	\$18.86	\$88,401.16
✓ 130.5	HR	Temporary Coverage Security Officer	\$23.57	\$3,075.89
✓ 176	HR	Trainers	\$18.86	\$3,319.36

Subtotal	\$375,519.78
Total Tax	\$0.00
Total	\$375,519.78
Amount Paid	\$0.00
Amount Due	\$375,519.78

REQUEST FOR PROPOSALS
GREATER ORLANDO AVIATION AUTHORITY
PURCHASING PROPOSAL 06-21
SECURITY AREA MONITOR (SAM) SERVICES

Sealed Proposals for **Purchasing Proposal 06-21, Security Area Monitor (SAM) Services** at the Orlando International Airport, will be received by the Greater Orlando Aviation Authority, hereinafter called "Authority."

The proposed Contract will be to furnish all labor, supervision, equipment, tools, materials, supplies, uniforms, fuel, vehicles and all other items necessary or proper for, or incidental to, providing security area monitoring including, but not limited to, access control, vehicle search services, and garage patrol services at multiple locations located throughout the Orlando International Airport ("OIA") in accordance with the Contract Documents and pursuant to the Authority's Standard Operating Procedures (SOPs) and the Code of Federal Regulations (CFR) Title 49 Part 1500 series as amended. The Proposer awarded the Contract will be obligated to perform these services twenty-four hours per day, seven days per week, 365 days per year/366 days per leap year (Authority reserves the right to increase or decrease coverage at any time during the Contract).

The Contract period will be for twenty-four (24) months with the initial service to commence on or about April 1, 2021, and with the Authority having options to renew the Contract for three (3) additional periods of one (1) year each. The Contract work shall not be divisible, but awarded, if an award is made, to a single Proposer.

Proposal packages will be available for examination **Monday, August 17, 2020** and 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>. 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 Proposal package should be addressed to Janice Hughes by e-mail at Janice.Hughes@goaa.org

A PRE-PROPOSAL GOTOMEETING will be held at **10:00 a.m., Tuesday, September 1, 2020**
Please join the meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/704797101>

Dial in for audio:

US (Toll Free): 1-866-899-4679

Access Code: 704-797-101

If participating in the Pre-Proposal GoToMeeting, participants are respectfully requested to RSVP to Janice.Hughes@goaa.org with their company name and contact information. The call will include a review of the RFP, and a question and answer period. **Attendance at the Pre-Proposal GoToMeeting is not mandatory but is strongly encouraged.** Proposers are expected to be familiar with the RFP and to provide the Aviation Authority with any questions regarding the RFP at the Pre-Proposal GoToMeeting.

Sealed Proposals 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 11:00 a.m., September 22, 2020, at which time all Proposals received will be publicly opened and read. Proposals 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. **Proposals transmitted electronically or by facsimile will not be accepted.** Any Proposal received after the time and date specified for the opening of the Proposals 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 Proposals, and which time shall be deemed correct and conclusive.

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

The Proposer 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 Proposal Documents.

The Authority reserves the right to waive any informalities or irregularities of Proposals, to request clarification of information submitted in any Proposal, to request additional information from any Proposer, or to reject any or all Proposals, and to re-advertise for Proposals. The Authority also reserves the right to extend the date and time period during which it will accept Proposals and to extend the date or time scheduled for the opening of Proposals.

Award, if made, will be to the responsible and responsive Proposer submitting the Proposal which is deemed by the Authority, in its sole discretion, to be the most advantageous to the Authority, price and other factors being considered.

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.

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

GREATER ORLANDO AVIATION AUTHORITY

INSTRUCTIONS TO PROPOSERS

1. INTENT:

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

1.1. TENTATIVE SCHEDULE:

Release Date	August 17, 2020
Pre-Proposal GoToMeeting (10:00 a.m. EST)	September 1, 2020
Deadline for submission of questions (by 2:00 p.m. EST)	September 4, 2020
Release of Addendum	September 11, 2020
Deadline for return of Proposal (by 11:00 a.m. EST)	September 22, 2020
Shortlisting by Concessions/Procurement Committee*	October 19, 2020
Interviews by Concessions/Procurement Committee*	November 2, 2020
Recommendation to the Aviation Authority Board*	December 9, 2020

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

2. GENERAL:

2.1 This Contract will be to furnish all labor, supervision, equipment, tools, materials, supplies, uniforms, fuel, vehicles and all other items necessary or proper for, or incidental to, providing security area monitoring including, but not limited to, access control, vehicle search services, and garage patrol services at multiple locations located throughout the Orlando International Airport ("OIA") in accordance with the Contract Documents and pursuant to the Authority's Standard Operating Procedures (SOPs) and the Code of Federal Regulations (CFR) Title 49 Part 1500 series as amended. The Proposer awarded the Contract will be obligated to perform these services twenty-four hours per day, seven days per week, 365 days per year/366 days per leap year (Authority reserves the right to increase or decrease coverage at any time during the Contract).

2.2 Contract period will be twenty-four (24) months with the initial service to commence on or about **April 1, 2021**, and with Authority having options to renew the Contract for three (3) 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 year's 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.

2.2.1 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

INSTRUCTIONS TO PROPOSERS (Continued)

- of the end of the eighteenth (18th) month of the Contract term exceeds the CPI in effect as of the end of the eighteenth (18th) month of the Contract term.
- 2.2.2 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 thirtieth (30th) month of the Contract term exceeds the CPI in effect as of the end of the thirtieth (30th) month of the Contract term.
- 2.2.3 The Compensation due to the Contractor in the third 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 forty-second (42nd) 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 Proposer.
- 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 security 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 A Proposer's prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Proposer's costs during the initial term of the Contract must be reflected in its prices set forth in its Proposal. The Authority shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Proposer's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Proposer's overhead costs, including, but not limited to, the monitor/supervisor minimum pay rates per Specifications, Section 2.3.6, costs of the required bonds and insurance coverages, shall be included in such Proposer's prices listed in its Proposal.
- 2.6 Each Proposer shall provide on Page PF-10 its Hourly Rates for Normal Staffing Requirements as listed in Section 3.3.1 of the Specifications for each of the two (2) years for the Security Area Monitors ("Monitors") (item "A") as required by the Specifications. Accordingly, Proposer shall multiply the Hourly Rate (column "1") by the respective estimated number of hours per year (column "2") and enter the product of such calculation, without further adjustment or modification, at the right hand side of the page under the "Annual Total" heading (column "3"). The Hourly Rates shall include all costs necessary for the performance of the Monitors in accordance with the Specification, including all profit and overhead costs. Each Proposer's Hourly Rates for Supervisors (item "B"), Assistant Manager/Trainer (item "C"), and On-Site Manager (item "D") shall be provided and calculated in the same manner.
- 2.7 Each Proposer shall also provide on Page PF-10 its Hourly Rates for Additional Staffing Requirements as listed in Section 3.3.2 of the Specifications for each of the two (2) years for Monitors (item "E") as required by the Specifications. Accordingly, Proposer

INSTRUCTIONS TO PROPOSERS (Continued)

shall multiply the Hourly Rate in column 1 by the respective estimated number of hours of per year in column 2 and enter the product of such calculation, without further adjustment or modification, at the right hand side of the page under the Annual Total heading in column 3. The Hourly Rates shall include all costs necessary for the performance of the Monitors in accordance with the Specification, including all profit and overhead costs.

- 2.8 Each Proposer shall then add the Annual Totals for its Year 1 and Year 2, for each of the Normal Staffing Requirements (A.-Monitors, B.-Supervisors, C.-Assistant Manager/Trainer, and D.- On-Site Manager); and the Additional Staffing Requirements (E.- Monitors). Each Proposer shall then enter the sum of the Annual Totals (items A, B, C, D, and E) on the appropriate space marked "Total Two (2) Year Proposal Price" on bottom of Page PF-10 and on Page PF-3.
- 2.9 Any Proposal which fails to include all of the prices as requested on Page PF-10, may be deemed non-responsive to the Invitation.

3. PROPOSAL CONTENTS:

Each Proposal shall include the items described in below and Proposal Forms Page PF-1 to PF-15, completed and executed as described herein. In addition, each Proposal shall include the following (on 8 ½" X 11" pages):

- 3.1 Proposer must certify in writing with its RFQ that Proposer is registered to do business in the State of Florida. Proposer shall provide a copy of such registration to the Aviation Authority with the RFP submission
- 3.2 Each Proposer shall provide with its Proposal an **Executive Summary** which should include as a minimum the following:
 - 3.2.1 How long the company proposing has been in business;
 - 3.2.2 A brief description of the proposing company (past history, present status, and future plans);
 - 3.2.3 Proposing company's size including gross annual revenues and total number of employees;
 - 3.2.4 Specific experience of the proposing company performing similar security services in an airport or similar regulated transportation environment as requested in this Proposal;
 - 3.2.5 Provide a detailed description of the proposed electric stand-up three wheel vehicle;
 - 3.2.6 List any letters of warning, civil penalties, or other evidence of penalties incurred by the Proposer within the past five (5) years; and
 - 3.2.7 Any other information describing the Proposer's experience and qualifications to perform the services required by this Contract that Proposer believes would be helpful to the Authority's evaluation.

INSTRUCTIONS TO PROPOSERS (Continued)

- 3.3 Each Proposer shall provide with its Proposal the **Experience and Qualifications** for its proposed On-Site Manager who will carry out the day to day obligations of the Contract. Each Proposer shall provide the resume of the On-Site Manager which should include the number of years of experience as a manager and specific experience in an airport or similar regulated transportation environment and any other information that verifies that the On-Site Manager meets the minimum qualifications as stated in **Section 2.2.11** of the Specification.
- 3.4 Each Proposer shall provide with its Proposal a **Transition Plan** describing how it plans to start operations and bring about a smooth transition of the work to be performed under this Contract, describing the manner in which it will distribute the required labor hours by location. Such plan should describe how the Proposer will handle problems which Proposer anticipates will be encountered to begin operations under the new Contract and should include the time period needed for hiring and training of employees, planned interface with the Authority, inventory, delivery of equipment, the processing of I.D. badges, uniforms, and site tours, etc.
- 3.5 Proposer shall provide evidence of the Proposer's ability to provide the insurance coverage, either by means of an existing policy or other verifiable proof (Agent/Broker commitment letter), as detailed in the Section 5.7, Insurance Requirements of the General Conditions.
- 3.6 Each Proposer must state in its Proposal that it is willing to sign the Contract (including the General Conditions and Specification) set forth in the RFP, as amended, within ten (10) days after receipt of the Notice of Intent to Award. The Authority's goal is that the terms and conditions stated in the Proposal Documents will constitute the terms of the final Contract between the Authority and the successful Proposer, without significant or material change to such terms or conditions. If a Proposer desires any changes or modifications to the terms and conditions set forth in the Proposal Documents, the Proposer should submit these changes or modifications to the Authority in writing prior to the deadline for questions and comments about the RFP. The Authority will consider such requested changes or modifications to the Contract's terms and conditions and, if any such requested changes or modifications are acceptable, will modify the terms and conditions by Addenda to this RFP prior to the deadline for Proposal submission. In submitting any requested changes or modifications, a Proposer should state the specific terms or conditions in the Authority's Proposal Document which the Proposer wishes to change, and the desired language, terms or conditions. Proposers are requested to not substitute entire agreements or sets of terms and conditions but discuss separately each term or condition that they take exception to or desire to change.

4. EXAMINATION OF PROPOSAL/CONTRACT DOCUMENTS:

Proposals will be received, opened and read at the time and place specified in the Request for Proposals. Proposals received after the time and date specified will not be considered, and will be returned unopened. All prospective Proposers shall thoroughly examine and become familiar with the Proposal package and carefully note the items which must be submitted with the Proposal, such as:

- 4.1 a list of Contract References;

INSTRUCTIONS TO PROPOSERS (Continued)

- 4.2 Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- 4.3 any other information specifically called for in these Proposal Documents. (These Instructions to Proposers, the Request for Proposals, the Proposal Forms, the Contract, the General Conditions, and the Specification are referred to herein as the "Proposal Documents" or the "Contract Documents.") Submission of a Proposal shall constitute an acknowledgment that the Proposer has read and understands the Proposal Documents. The failure or neglect of a Proposer to receive or examine any Proposal Document shall in no way relieve it from any obligations under its Proposal or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.

5. ADDENDA-CHANGES WHILE PROPOSING:

Other than during the Pre-Proposal Conference, the Authority shall not be required to provide to any Proposer verbal interpretations as to the meaning of any portion of the Proposal Documents. Requests for interpretation, clarification or correction of Proposal Documents, forms or other material in this Proposal 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 Proposal opening. Any response by Authority to a request by a Proposer for clarification or correction will be made in the form of a written Addendum. All parties to whom the Proposal 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 Proposal opening. In case any Proposer fails to acknowledge receipt of any such Addendum in the space provided in the Proposal Form, its Proposal will nevertheless be construed as though the Addendum had been received and acknowledged. Submission of a Proposal will constitute a Proposer's acknowledgement of the receipt of the Proposal Documents and all Addenda. Only interpretations or corrections provided by written Addenda shall be binding on Authority. Prospective Proposers are warned that any other source by which a Proposer receives information concerning, explaining or interpreting the Proposal Documents shall not bind the Authority.

6. PREPARATION OF PROPOSALS:

- 6.1 Proposals shall be submitted only on reproduced copies of the attached Proposal Forms including any revised or additional Proposal Forms supplied by Addenda. If an award is made, the completed Proposal Forms shall constitute a part of the Contract Documents and will be incorporated in the final Contract between the Authority and the successful Proposer. All blank spaces in the Proposal Forms should be filled in legibly and correctly in ink or typewritten.
- 6.2 All Proposals shall contain the name and business address of the individual, firm, corporation, or other business entity submitting the Proposal and shall be subscribed by either the individual, a general partner, a member of a member-managed LLC, a

INSTRUCTIONS TO PROPOSERS (Continued)

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 Proposer, the Authority should be furnished with satisfactory evidence of such officer's or agent's authority to bind the Proposer with respect to the contents of the subject Proposal Documents so signed by him or her. If the Proposer is an LLC, the Proposer should submit with its Proposal 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 Proposal is authorized to bind the LLC.

- 6.3 If the Proposer is a partnership or sole proprietorship, the Authority, reserves the right to require the Proposer to submit to the Authority at any time the name and business address of each owner, principal, partner, or member of the Proposer having an ownership or management position with the Proposer.
- 6.4 If the Proposer is a corporation or other state-chartered business entity, the Authority reserves the right to require the Proposer 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 Proposer is a corporation, the Proposal should have the corporate seal affixed and include the name of the State in which it was incorporated. If the Proposer is a foreign corporation or other state-chartered business entity and is the successful Proposer, the Proposer 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 Proposer elects to use a fictitious name in its Proposal, a copy of the Proposer's fictitious name registration should be provided to Authority.

7. PROPOSAL GUARANTY:

A Proposal Guaranty shall not be required for this Contract.

8. DELIVERY OF PROPOSALS:

- 8.1 All Proposals shall be submitted in a sealed envelope bearing on the outside the name of the Proposer, address, and the notation Purchasing Proposal 06-21, Security Area Monitor (SAM) Services, at Orlando International Airport. Five (5) additional copies of the Proposal should also be provided to the Authority in the sealed envelope with the original Proposal clearly marked "Original". Additionally, an exact electronic copy of the Proposal on an individual electronic USB Flash Drive should be provided to the Authority in the sealed envelope with the original Proposal clearly marked "Original." Each Proposal shall consist of an executed copy of the Proposal Form (Pages PF-1 through PF-15), along with all other documents or information required to be submitted pursuant to the terms of the Proposal Documents (together, the "Proposal"). The documents comprising the Proposal must be completed and signed on the forms provided herein, or on exact reproductions thereof.
- 8.2 All Proposals shall be submitted pursuant to the terms outlined in these Instructions to Proposers. Any Proposals received after the time and date specified in the Request

INSTRUCTIONS TO PROPOSERS (Continued)

for Proposals (or any Addenda thereto) for the opening of the Proposals will not be considered, but will be returned unopened.

8.3 Each Proposer's response to the Request for Proposals shall be at the sole cost and expense of the Proposer and such Proposer 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 Proposals or to cancel an award pursuant to a provision hereof for any reason.

8.4 Submission of a Proposal shall constitute authorization for the Authority and its representatives and agents to make such copies of the Proposal 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 PROPOSAL 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 Proposer 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 Proposer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Any official communication from a Proposer during the Proposal process should be submitted in writing to the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 or to the email address as directed during the Proposal process. A copy of these policies (Sections 180.01 and 180.03) are available upon request from the Director of Board Services.

10. WITHDRAWAL OF PROPOSALS:

No Proposal may be withdrawn after it is submitted unless the Proposer makes a request by letter and such request is received prior to the time set for opening of Proposals. No Proposal may be withdrawn after the scheduled Proposal opening time for a period of one hundred twenty (120) days. **Any Proposer withdrawing or attempting to withdraw its Proposal prior to the expiration of the one hundred twenty (120) day period shall be obligated to reimburse the Authority for all its costs incurred in connection with such withdrawal or attempted withdrawal including, without limitation, any increased costs for procuring the goods or services from another Proposer or all costs of advertising and re-procuring the goods or services, and all attorneys' fees, in addition to payment of Authority's other damages. A Proposer's submission of a Proposal shall be deemed the Proposer's acknowledgment of and agreement to the provisions of this Section.**

11. DISQUALIFICATION OF PROPOSERS:

INSTRUCTIONS TO PROPOSERS (Continued)

11.1 Any of the following causes may be considered as sufficient for the Authority's disqualification of a Proposer and the rejection of its Proposal:

11.1.1 Submission of more than one Proposal for the same work, or participation in more than one Proposal for the same work as a partner or principal of the Proposer, by an individual, firm, partnership or corporation, under the same or different names, or by Proposers 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 Proposers;

11.1.3 Evidence, in the opinion of the Authority, of Proposer(s) attempting to manipulate the Proposal 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 Proposer'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 Proposer or the rejection of its Proposal.

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 Proposer 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 Proposer to propose on any contract or sell any materials, supplies, equipment, or services to the Authority for a period of time that is determined by the Executive Director. A copy of this policy is available upon request from the Director of Board Services.

12. REJECTION OF IRREGULAR PROPOSALS:

A Proposal 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 Proposals, (iii) fails to include the proper Proposal Guaranty (if required), Contract references, other certificates, affidavits, statements, or any other information required to be included with Proposals,

INSTRUCTIONS TO PROPOSERS (Continued)

including, but not limited to, the Proposer's prices, or (iv) contains other irregularities of any kind.

13. NOTICE OF INTENT TO AWARD CONTRACT:

Unless all Proposals are rejected by the Authority, a Notice of Intent to Award is anticipated to be provided within ninety (90) days from the opening of Proposals to the responsible and responsive Proposer submitting the Proposal deemed to be most advantageous to the Authority, price and other factors being considered. For all procurements, the Authority reserves the right to reject any or all Proposals and to cancel the procurement or to solicit new Proposals.

14. RESPONSIBILITY OF PROPOSERS:

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

14.2 All Proposers shall furnish the Authority with the company name, address, contact person, and telephone number and email address of those entities Proposer is relying on to satisfy the minimum responsibility criteria in Section 14.3 below, and of any other entities that Proposer believes would be helpful in establishing Proposer's responsibility. The information should be submitted on Page PF-7 at or before the time the Proposal is due, with the knowledge that the Authority will use the data for reference purposes.

14.3 For a Proposer to meet the minimum responsibility criteria for this Contract, the Proposer must provide verifiable evidence:

14.3.1 through references or otherwise, that the Proposer is an individual, a firm, a corporation, or other entity that is currently engaged in the business of providing security area monitor services;

14.3.2 through references, that the Proposer, after taking into account the activities of a related predecessor (e.g. by merger or reorganization), affiliate, or principal of Proposer, has been actively engaged in such business for at least five (5) years immediately preceding the date of Proposer's response to this Request for Proposals, and

14.3.3 The Proposer must provide verifiable evidence, through references or otherwise, that it or a predecessor (e.g. by merger) or affiliate is satisfactorily providing, or has satisfactorily provided within the past five (5) years, in either case for a period of not less than three (3) years, security services at multiple entrance control points for an integrated campus of one or more separate

INSTRUCTIONS TO PROPOSERS (Continued)

facilities (in one geographic location) pursuant to a single contract with a minimum requirement of 2,000 man hours per week in multiple shifts, 24 hours per day, 7 days per week.

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 Proposer is responsible despite such Proposer's failure to satisfy all requirements of the minimum responsibility criteria above.

15. GUARANTY OF FAITHFUL PERFORMANCE:

15.1 The successful Proposer ("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 Proposal Documents.

15.2 In lieu of any Performance Bond required by the terms of the Proposal 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 Proposal 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 Proposal Documents, which must be properly executed and submitted by the Contractor.

16. POWER OF ATTORNEY AND COUNTERSIGNATURE:

Attorneys-in-fact who sign Proposals, 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 Proposer 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 Proposer's valid business or occupational license, a copy of Proposer's W-9 Form (Request for Taxpayer Identification Number and Certification), the Awarded Proposer'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 Proposer, and delivered to Authority, before the Contract will be executed by the Authority.

17.2 Not applicable.

INSTRUCTIONS TO PROPOSERS (Continued)

17.3 A Proposer'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 Proposer or all Proposals 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 Proposer's failure to fulfill its obligations under this Section. A Proposer's liability for failing to timely fulfill the obligations stated in this Section shall be the same as for withdrawing its Proposal (see Section 10 of the Instructions to Proposers).

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 Proposer 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 Proposers 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:

INSTRUCTIONS TO PROPOSERS (Continued)

The successful Proposer 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. The successful Proposer shall support Rules and Regulations under 49 CFR Part 1542.

22. EQUAL OPPORTUNITY REPORT STATEMENT:

Not applicable.

23. SCRUTINIZED COMPANY LIST- STATE OF FLORIDA REQUIREMENT

Sections 287.135 and 215.473, Florida Statutes, prohibit a Florida agency or local governmental entity from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria.

Sections 287.135 and 215.4725 also prohibit a Florida agency or local governmental entity from contracting with companies for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel. The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:

https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2019_01_29_Web_Update_PFIA_Prohibited_List.pdf?ver=2019-01-29-130702-420

Each Proposer shall complete and sign the Certificate on Page PF-9. A Proposal may be considered irregular, in the Authority's sole discretion, if the Proposer 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 Proposal 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:

The following notice applies to all Proposers: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with 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."

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

INSTRUCTIONS TO PROPOSERS (Continued)

- 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 Proposal will be considered non-responsive to the Request for Proposals and rejected if the Proposer fails to demonstrate, to the reasonable satisfaction of the Authority, as required by the MWBE policy, that the Proposer has met or has made a good faith effort to meet the established MWBE goal.**
- 25.3 For this Contract, the Authority has established a MWBE Participation Goal of 11%, which means that 11% of the total Contract expenditures by the Authority Should be used to purchase goods or services under the Contract from MWBEs. All Proposers, including a Proposer which is an MWBE, shall comply with the MWBE requirements outlined in this Section by having MWBEs other than the Proposer, participate in the performance of the Contract services at a sufficient level to meet the participation goal.
- 25.4 Proposers are required to submit, with their Proposals, the Letter of Intent/Affirmation information by completing the form on Page PF-11 for each MWBE Firm. The Proposer may make duplicates of this form as needed. Both the MWBEs and the Proposer are required to affirm the information provided by signing the form prior to submittal. After the Proposals are opened, but prior to award, the Authority may request, receive, and review additional information from Proposers in order to verify the accuracy of the level of information presented by Proposers with their Proposals and the good faith effort of Proposers to reach the MWBE goal.
- 25.5 After the Proposals are opened and prior to an award of the Contract, the Authority may request, receive and consider omitted and supplemental information from the Proposers as to the certification of Proposers, if applicable, and of any Proposal subcontractor, supplier or joint venture in order to determine MWBE status.
- 25.6 The successful Proposer shall enter into contract(s) with the MWBE(s) identified in the Proposer's Proposal 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 Proposer shall not breach any of its obligations with the MWBE(s). In the event Proposer desires to terminate or replace a MWBE, Proposer shall promptly notify the 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 Proposer shall replace the terminated MWBE with another MWBE. If the Proposer is unable to utilize another MWBE for performance of that portion of this Contract, the Proposer shall provide the Authority with documentation, in a form

INSTRUCTIONS TO PROPOSERS (Continued)

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 Proposer shall submit to the Authority a Disbursement Form (sample on Page PF-13 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 Proposer (e.g. to contract with or make a good faith effort to contract with and use MWBEs, to pay MWBEs at least 11% (or such other acceptable good faith effort amount) of the total Contract price on an ongoing basis, etc.) shall constitute a breach by the Proposer 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) 825-3143. The Authority will provide this information as a convenience only, and Proposers shall be solely responsible for ensuring all MWBEs are capable of performing. Certification of eligibility as an MWBE should be completed prior to submission of a Proposal. During the Proposal process, Proposers may contact the Office of Small Business Development for any questions or information concerning the MWBE Participation Program.
- 25.11 Compliance with the MWBE policy of the Authority does not relieve Proposers 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 Proposers 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 Proposal will be considered non-responsive to the Request for Proposals and rejected if the Proposer fails to demonstrate, to the reasonable satisfaction of the Authority, as required by the LDB policy, that the Proposer 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 11%, which means that 11% of the total Contract expenditures by the Authority should be used to purchase goods or services under the Contract. All Proposers, including a Proposer which is an LDB, shall comply with the LDB requirements outlined in this Section by having LDBs other than the Proposer, participate in the performance of the Contract services at a sufficient level to meet the participation goal.

INSTRUCTIONS TO PROPOSERS (Continued)

- 26.4 Proposers are required to submit, with their Proposals, the Letter of Intent/Affirmation information by completing the form on Page PF-12 for each LDB Firm. The Proposer may make duplicates of this form as needed. Both the LDBs and the Proposer are required to affirm the information provided by signing the form prior to submittal. After the Proposals are opened, but prior to award, the Authority may request, receive, and review additional information from Proposers in order to verify the accuracy of the level of information presented by Proposers with their Proposals and the good faith effort of Proposers to reach the LDB goal.
- 26.5 After the Proposals are opened and prior to an award of the Contract, the Authority may request, receive and consider omitted and supplemental information from the Proposers as to the certification of Proposers, if applicable, and of any Proposal subcontractor, supplier or joint venture in order to determine LDB status.
- 26.6 The successful Proposer shall enter into contract(s) with the LDB(s) identified in the Proposer's Proposal 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 Proposer shall not breach any of its obligations with the LDB(s). In the event Proposer desires to terminate or replace an LDB, Proposer 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, Proposer shall replace the terminated LDB with another LDB. If the Proposer is unable to utilize another LDB for performance of that portion of this Contract, the Proposer 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 Proposer shall submit to the Authority a Disbursement Form (sample on Page PF-14) 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 Proposer (e.g. to contract with or make a good faith effort to contract with and use LDBs, to pay LDBs at least 11% (or such other acceptable good faith effort amount) of the total Contract price on an ongoing basis, etc.) shall constitute a breach by the Proposer 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) 825-3143. The Authority will provide this information as a convenience only, and Proposers 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 Proposal. During the Proposal process, Proposers may contact the Office of Small Business Development for any questions or information concerning the LDB Participation Program.

INSTRUCTIONS TO PROPOSERS (Continued)

26.11 Compliance with the LDB policy of the Authority does not relieve Proposers 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 Proposer fails to meet the MWBE/LDB Participation Goals, the Authority will require Proposer to submit evidence of good faith efforts within two (2) business days of request; such evidence may include, but is not limited to the following:

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

27.1.2 Provide evidence of attendance at Pre-Proposal 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;

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 Proposer 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 Proposer provided MWBE/LDB firms prompt notice of addenda affecting specific trade Contractors;

27.1.10 Provide evidence that Proposer made follow-up inquiries after initial solicitations of interest from MWBE/LDB firms. Proposer 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;

INSTRUCTIONS TO PROPOSERS (Continued)

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 Proposer 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 Proposal Opening will not in itself excuse a Proposer's failure to meet participation goals. It is incumbent upon the Proposer to demonstrate that MWBE/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 407-825-3143 or 407-825-7171.

28. INSURANCE:

The Proposer 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. PROPOSAL ERRORS:

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

30. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT:

The Proposer certifies that all materials, equipment, chemicals, etc. contained in its Proposal or otherwise to be provided or used by the Proposer 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-23) and Specification (Pages S-1 to S-24). The successful Proposer'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 PROPOSALS:

In the event a potential Proposer elects not to submit a Proposal, such potential Proposer should respond by completing and returning the "No Response to Request for Proposals" form, Page PF-9, advising Authority of the reason for not submitting a Proposal.

INSTRUCTIONS TO PROPOSERS (Continued)

33. EVALUATION CRITERIA OF PROPOSAL:

- 33.1 The Authority's staff will review Proposals submitted. After reviewing the Proposals, staff may, at its discretion, invite to interview (virtually or at Proposer's expense at the Authority's site) one or more of those Proposers whose Proposals appear to best meet the Authority's requirements. The purpose of such an interview would be to allow Proposers to elaborate upon their Proposal before a recommendation for ranking of the Proposals is made. Interview responses, along with the written Proposal and samples (if any), will become part of Proposer's submission to be evaluated pursuant to the evaluation criteria. The Authority reserves the right to short-list Proposers for further consideration. All parties desiring information regarding the award of the Contract may visit AirportLink's website at <http://AirportLink.perfect.com>.
- 33.2 The Authority, in its discretion, may award the Contract to the responsible and responsive Proposer submitting the Proposal which is deemed to be the most advantageous to the Authority, price and other factors being considered. The following are the evaluation criteria the Authority will consider in determining which Proposal is most advantageous to the Authority:
- 33.2.1 Proposer's qualifications and experience (including references) in providing security services. This will include consideration of both general security service experience and specific experience of the type required herein.
- 33.2.2 The experience and qualifications of Proposer's proposed On-Site Manager.
- 33.2.3 Proposer's Transition Plan.
- 33.2.4 Proposer's Price.
- 33.3 The evaluation criteria do not have any specific predetermined relative weight. The consideration of individual criterion is merely a tool to assist the Authority in determining which Proposal is most advantageous, as a whole, to the Authority, price and other factors being considered. The relative advantages of a Proposer's responses with respect to one criterion may outweigh shortcomings of that Proposer's responses in one or more other criterion, depending on the relative disparities in the qualities of the responses in each criterion and the relative importance of certain criteria to each other, as determined in the exclusive discretion of the Authority.

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 Proposal 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 Proposers. In the event that a Proposer 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.

INSTRUCTIONS TO PROPOSERS (Continued)

* * * * * END OF INSTRUCTIONS TO PROPOSERS * * * * *

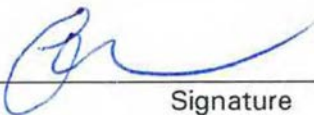
PROPOSAL FORM
GREATER ORLANDO AVIATION AUTHORITY
PURCHASING PROPOSAL 06-21
SECURITY AREA MONITOR (SAM) SERVICES

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

Submitted by: Universal Protection Service LLC
d/b/a Allied Universal Security Services
Name of Proposer

Address: Eight Tower Bridge
161 Washington Security Services
Conshohocken, PA 19428

Federal Employer I.D. No. 56-0515447
Business Telephone No. 215-585-5793
Business Fax No. 877-432-2869
After Business Hours Telephone No. 866-703-7666
E-Mail Address govservices@aus.com
andrew.daniels@aus.com

By: 
Signature

Andrew Daniels, Vice President
Name and Title (Typed or Printed)

Date: 9/15/2020

The undersigned, as Proposer, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Proposer represents and warrants to the Greater Orlando Aviation Authority ("Authority") that: (i) except as may be disclosed in writing to Authority with its Proposal, no officer, employee or agent of the Authority has any interest, either directly or indirectly, in the business of the Proposer, 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 Proposal or the Authority's evaluation or consideration thereof.

The Proposer 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 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 Proposals, 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 Proposer agrees, if this Proposal is accepted, to enter into the written Contract with the Authority in the form of Contract attached (properly completed in accordance with said Proposal Documents), to furnish all labor, supervision, equipment, tools, materials, supplies, uniforms, fuel, vehicles and all other items necessary or proper for, or incidental to, providing security area monitoring including, but not limited to, access control, vehicle search services, and garage patrol services at multiple locations located throughout OIA in accordance with the Contract Documents and pursuant to the Authority's Standard Operating Procedures (SOPs) and the Code of Federal Regulations (CFR) Title 49 Part 1500 series as amended, and the Specification covered by this Proposal for Purchasing Proposal, 06-21, Security Area Monitor (SAM) 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 Proposer 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 Proposer 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 Proposal Documents), the Proposal award may be offered by the Authority to the next ranked Proposer, or the Authority may re-advertise for Proposals, and in either case the Authority shall have the right to recover from the Proposer 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 Proposer under Section 10 of the Instructions to Proposers if the Proposer withdrew or attempted to withdraw its Proposal.

The Proposer 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 Proposer.

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

<u>ADDENDUM NO.</u>	<u>DATE</u>	<u>ADDENDUM NO.</u>	<u>DATE</u>	<u>ADDENDUM NO.</u>	<u>DATE</u>
<u>1</u>	<u>8/21/2020</u>	<u>2</u>	<u>9/1/2020</u>	<u>3</u>	<u>9/3/2020</u>
<u>4</u>	<u>9/14/2020</u>				

It will be the responsibility of the Proposer 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 Proposal 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 Proposal. If you received this solicitation document from any source other than AirportLink (WebProcure), please promptly register your interest in this solicitation with AirportLink.

PROPOSER: Allied Universal Security Services

The Proposer agrees to furnish all labor, supervision, equipment, tools, materials, supplies, uniforms, fuel, vehicles and all other items necessary or proper for, or incidental to, providing security area monitoring including, but not limited to, access control, vehicle search services, and garage patrol services at multiple locations located throughout OIA in accordance with the Contract Documents and pursuant to the Authority's Standard Operating Procedures (SOPs) and the Code of Federal Regulations (CFR) Title 49 Part 1500 series as amended, including, but not limited to, the cost of bonds and the specified insurance coverage for the following:

SECURITY AREA MONITOR (SAM) SERVICES

TOTAL TWO (2) YEAR PROPOSAL PRICE:

Fiveteen million thirty four thousand one hundred eight and sevety one \$ 15,034,108.71

(Print Dollar Amount)

Note: The figure shown above should match the figure shown on Page PF-10 as the "Total Two (2) Year Proposal Price."

PROPOSER: Allied Universal Security Services

The Proposer agrees to furnish all labor, supervision, equipment, tools, materials, supplies, uniforms, fuel, vehicles and all other items necessary or proper for, or incidental to, providing security area monitoring including, but not limited to, access control, vehicle search services, and garage patrol services at multiple locations located throughout OIA in accordance with the Contract Documents and pursuant to the Authority's Standard Operating Procedures (SOPs) and the Code of Federal Regulations (CFR) Title 49 Part 1500 series as amended, including, but not limited to, the cost of bonds and the specified insurance coverage for the following:

SECURITY AREA MONITOR (SAM) SERVICES

TOTAL TWO (2) YEAR PROPOSAL PRICE:

Correct Total Two (2) Year Proposal Price is Fourteen Million Eight Hundred Thirty Three Thousand, Six Hundred Forty Six and Sixty Two. \$14,833,646.62

~~Fifteen million thirty four thousand one hundred eight and seventy one~~ \$ 15,034,108.71
(Print Dollar Amount)

Note: The figure shown above should match the figure shown on Page PF-10 as the "Total Two (2) Year Proposal Price."

AD

PROPOSER: Allied Universal Security Services

(If Proposer is a Sole Proprietorship sign on the line below)

Company Name (if any)

NOT APPLICABLE

Company Owner's (Proposer's) Signature (SEAL)

Company Owner's Name Printed or Typed

(If Proposer is a Partnership, fill in name of the partnership, followed below by the signature of the general partner signing.)

Partnership Name (SEAL)

NOT APPLICABLE

BY: _____ (SEAL)
General Partner's Signature

General Partner's Name Printed or Typed

The following information may be provided by a Proposer with this Proposal, 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).

Proposers 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 proposals received by the Authority pursuant to requests for proposals, are exempt from public disclosure only for the thirty (30) day period following the proposal opening and as otherwise provided in Section 119.071. Once the thirty (30) day period has passed, all proposals received by the Authority shall be made available to the public for inspection and copying in accordance with Chapter 119, *Florida Statutes*. Once proposals are opened, they may not be revoked, even during such thirty (30) day period. Any language in a proposal attempting to keep all or part of such proposal confidential is of no force and effect and will be disregarded as contrary to Florida law.

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

(If Proposer 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.)

PROPOSER: Allied Universal Security Services

Universal Protection Service LLC
d/b/a Allied Universal Security Services
(Name of Corporation or other business entity)

BY: [Signature]
(Signature of Authorized Officer)

(Affix Corporate Seal)

Its: Vice President
(Title)

Andrew Daniels
Officer's Name Printed or Typed

ATTEST: [Signature]
Secretary

The Proposer 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 Proposal and perform all work and furnish materials and equipment required under the Contract Documents. If Proposer is a foreign corporation or other business entity, the corporation or entity X 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.

The following information may be provided by a Proposer with this Proposal, 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.

Proposers 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 proposals received by the Authority pursuant to requests for proposals, are exempt from public disclosure only for the thirty (30) day period following the proposal opening and as otherwise provided in Section 119.071. Once the thirty (30) day period has passed, all proposals received by the Authority shall be made available to the public for inspection and copying in accordance with Chapter 119, *Florida Statutes*. Once proposals are opened, they may not be revoked, even during such thirty (30) day period. Any language in a proposal attempting to keep all or part of such proposal confidential is of no force and effect and will be disregarded as contrary to Florida law.

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

CONTRACT REFERENCES

List below firms for whom you have provided Security Area Monitor Services in the past or with whom you are presently contracting. References should be able to verify services of a type similar to the obligations requested in this Proposal, (refer to Section 14 of the Instructions to Proposers).

Ref #1 Name: Miami International Airport (MIA) - Miami-Dade County
Date of Services: 2009 to present
Description of Services: Airport Security
Street Address: 200 NW First Street
City, State, ZIP Code: Miami Florida 33128
Telephone #: 786 256-0279
Contact Person: David D'Trinidad Email: dd3989@miamidade.gov

Ref #2. Name: Fort Lauderdale-Hollywood International Airport (FLL), Broward County Airport/Seaport
Date of Services: 2010 to present
Description of Services: Airport Security
Street Address: 100 Aviation Boulevard
City, State, ZIP Code: Fort Lauderdale, FL 33315
Telephone #: 954.359.2356
Contact Person: Frank Capello Email: fcapello@broward.org

Ref #3.Name: City of Orlando
Date of Services: Client since 2017
Description of Services: Security Services
Street Address: 53 W. Central Blvd
City, State, ZIP Code: Orlando, FL 32801
Telephone #: 407.246.3765
Contact Person: Joshua Alves Email: Joshua.alves@cityoforlando.net

Ref #4. Name: Fort Lauderdale Executive Airport (FXE)
Date of Services: Airport and Airfield Security
Description of Services: 2014 through Present
Street Address: 6000 NW 21st Ave
City, State, ZIP Code: Fort Lauderdale, FL 33309
Telephone #: 478-714-2161
Contact Person: Carlton Harrison Email: CHarrison@fortlauderdale.gov

Ref #5.Name: Boca Raton Airport Authority
Date of Services: 2019 to present
Description of Services: Airport and Airfield Security
Street Address: 903 N.W. 35th St
City, State, ZIP Code: Boca Raton, FL 33431
Telephone #: 561-381-2202, ext 201
Contact Person: Travis Byron Email: travis@bocairport.com

PROPOSER: Allied Universal Security Services

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PROPOSER: Allied Universal Security Services

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

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

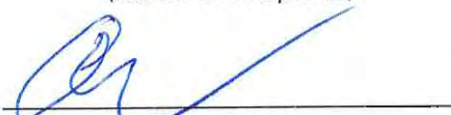
In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations,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

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

Allied Universal Security Services

(Name of Proposer)

By:



(Signature)

Date: 9/15/2020

Title: Vice President

NO RESPONSE

TO

REQUEST FOR PROPOSALS

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

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

We have received Request for Proposals, Purchasing Proposal 06-21, Security Area Monitor (SAM) Services, for Orlando International Airport, opening at 11 a.m., September 22, 2020, at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338.

Our firm's reason for not submitting a Proposal is:

NOT APPLICABLE

Company Name

By: _____

Its: _____
Name & Title, Typed or Printed

**PROPOSAL PRICES
SECURITY AREA MONITOR (SAM) SERVICES**

	(1)		(2)		(3)
	HOURLY RATE (\$)	(X)	ESTIMATED NUMBER OF HOURS*	(=)	ANNUAL TOTAL (\$)
NORMAL STAFFING REQUIREMENTS (as listed in Section 2.3.1 of the Specifications):					
A. MONITORS (See Table Below*)					
Year 1	<u>21.32</u>	(X)	272,343	(=)	\$ <u>5,805,797.79</u>
Year 2	<u>21.42</u>	(X)	272,343	(=)	<u>5,996,210.31</u>
B. SUPERVISORS (See Table Below*)					
Year 1	<u>25.65</u>	(X)	18,020	(=)	<u>462,161.00</u>
Year 2	<u>25.73</u>	(X)	18,020	(=)	\$ <u>476,531.00</u>
C. ASSISTANT MANAGER/TRAINER					
Year 1	<u>31.25</u>	(X)	4,160	(=)	<u>130,000.00</u>
Year 2	<u>31.25</u>	(X)	4,160	(=)	<u>130,000.00</u>
D. ON-SITE MANAGER					
Year 1	<u>40.87</u>	(X)	2,080	(=)	\$ <u>916,672.38</u>
Year 2	<u>40.87</u>	(X)	2,080	(=)	<u>916,672.38</u>

ADDITIONAL STAFFING REQUIREMENTS (as listed in the Specifications, Section 2.3.2):

E. MONITORS (See Table Below*)					
Year 1	<u>21.32</u>	(X)	43,000	(=)	\$ <u>916,672.38</u>
Year 2	<u>21.42</u>	(X)	43,000	(=)	<u>921,068.61</u>

\$ 15,034,108.71

TOTAL TWO (2) YEAR PROPOSAL PRICE:
(Sum of A + B + C + D + E)

(Enter Total Here and on Page PF-3)

* The number of hours per year has been estimated for the purposes of soliciting and evaluating competitive Proposals. 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 hours or to require the use of any particular quantity of hours. Proposals will be evaluated based on the Total Two (2) Year Proposal Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the hourly rate provided in the successful Proposer's Proposal for the services and materials actually requested by the Authority and satisfactorily provided by the Contractor. The hourly rate provided in the Proposal should take into consideration the hourly rates paid to all of the Contractor's employees used in performing the Contract services to include the following pay rates:

Monitors

1 - 90 Days	91 - 730 Days	731 - 1,825 Days	1,826 Days - Indefinite
\$14.00 per hr	\$14.70 per hr	\$15.50 per hr	\$16.25 per hr

Supervisors

1 - 730 Days	731 - 1,825 Days	1,826 Days - Indefinite
\$18.00 per hr	\$18.75 per hr	\$19.50 per hr

**PROPOSAL PRICES
SECURITY AREA MONITOR (SAM) SERVICES**

	(1) HOURLY RATE (\$)	(X)	(2) ESTIMATED NUMBER OF HOURS*	(=)	(3) ANNUAL TOTAL (\$)
NORMAL STAFFING REQUIREMENTS (as listed in Section 2.3.1 of the Specifications):					
A. MONITORS (See Table Below*)					
Year 1	<u>21.32</u>	(X)	272,343	(=)	\$ <u>5,805,797.79</u>
Year 2	<u>21.42</u>	(X)	272,343	(=)	<u>5,996,210.31</u>
B. SUPERVISORS (See Table Below*)					
Year 1	<u>25.65</u>	(X)	18,020	(=)	<u>462,161.00</u>
Year 2	<u>25.73</u>	(X)	18,020	(=)	\$ <u>476,531.00</u>
C. ASSISTANT MANAGER/TRAINER					
Year 1	<u>31.25</u>	(X)	4,160	(=)	<u>130,000.00</u>
Year 2	<u>31.25</u>	(X)	4,160	(=)	<u>130,000.00</u>
D. ON-SITE MANAGER					
Year 1	<u>40.87</u>	(X)	2,080	(=)	\$ <u>916,672.38</u> \$85,009.60
Year 2	<u>40.87</u>	(X)	2,080	(=)	<u>916,672.38</u> \$85,009.60

AD

ADDITIONAL STAFFING REQUIREMENTS (as listed in the Specifications, Section 2.3.2):

E. MONITORS (See Table Below*)					
Year 1	<u>21.32</u>	(X)	43,000	(=)	\$ <u>916,672.38</u>
Year 2	<u>21.42</u>	(X)	43,000	(=)	<u>921,068.61</u>
					\$ <u>15,034,108.71</u> \$14,833,646.62

AD

**TOTAL TWO (2) YEAR PROPOSAL PRICE:
(Sum of A + B + C + D + E)**

(Enter Total Here and on Page PF-3)

* The number of hours per year has been estimated for the purposes of soliciting and evaluating competitive Proposals. 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 hours or to require the use of any particular quantity of hours. Proposals will be evaluated based on the Total Two (2) Year Proposal Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the hourly rate provided in the successful Proposer's Proposal for the services and materials actually requested by the Authority and satisfactorily provided by the Contractor. The hourly rate provided in the Proposal should take into consideration the hourly rates paid to all of the Contractor's employees used in performing the Contract services to include the following pay rates:

Monitors

1 - 90 Days	91 - 730 Days	731 - 1,825 Days	1,826 Days - Indefinite
\$14.00 per hr	\$14.70 per hr	\$15.50 per hr	\$16.25 per hr

Supervisors

1 - 730 Days	731 - 1,825 Days	1,826 Days - Indefinite
\$18.00 per hr	\$18.75 per hr	\$19.50 per hr

BIDDER: Allied Universal Security Services

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

Bidder: Name Allied Universal Security Services
Address 851 Trafalgar Court, Suite 150W
City Maitland State FL Zip 32751

MWBE Firm: Name Fidelity Security Agency LLC
Address 618 E. South Street Suite 500
City Orlando ^{824,583.66} State FL Zip 32801

MWBE Contact Person's Name: Michael Williams Phone (407) 542-1529

MWBE Classification (BA = Black Americans, HA = Hispanic Americans, APA = Asian-Pacific Americans, NA = Native Americans, WBE = Women Business Enterprise): _____

MWBE Certification Agency: Orange County Government Expiration Date 10/31/2021
Each MWBE Firm shall submit evidence (such as photocopy) of their certification status

Work Items to be Performed by MWBE Firm	Description	Quantity	Total
Security	Security Services	11%	\$824,583.66

The estimated MWBE Participation is as follows:

MWBE Contract: \$ 824,583.66 Percent of Total Bid: 11 %

AFFIRMATION:

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

By: [Signature] President/CEO 09/18/2020
(MWBE Firm's Authorized Signature) (Title) (Date)

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

By: [Signature] Vice President 9/18/2020
(Bidder's Authorized Signature) (Title) (Date)

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

BIDDER: Allied Universal Security Services

LETTER OF INTENT/AFFIRMATION
Local Developing Business (LDB)
(This page shall be submitted for each LDB Firm)

Bidder: Name Allied Universal Security Services
Address 851 Trafalgar Court, Suite 150W
City Maitland State FL Zip 32751

LDB Firm: Name Fidelity Security Agency LLC
Address 618 E. South Street Suite 500
City Orlando State FL Zip 32801

LDB Contact Person's Name: Michael Williams Phone (407) 542-1529

LDB Certification Agency: GOAA Expiration Date pending

Work Items to be Performed by LDB Firm	Description	Quantity	Total
Security	Security Services	11%	\$824,583.66

The estimated LDB Participation is as follows:

LDB Contract: \$ 824,583.66 Percent of Total Bid: 11 %

AFFIRMATION:

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

By: [Signature] President/CEO 09/18/2020
(LDB Firm's Authorized Signature) (Title) (Date)

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

By: [Signature] Vice President 9/18/2020
(Bidder's Authorized Signature) (Title) (Date)

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

MONTH ENDING: _____

GREATER ORLANDO AVIATION AUTHORITY

MWBE DISBURSEMENT FORM

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

CONTRACT: P06-21 Security Area Monitor (SAM) Services

(Number and Name)

PAYMENTS	Current Year			Previous Years Totals
	(A)	(B)	(C)	(D)
	Current Payment	Previous Payments	Cumulative Payments	Amount
Prime Contractor Payment				
Percent Achieved				
	(Total Col E / Total Col A)	(Total Col F / Total Col B)	(Total Col G / Total Col C)	(Total Col H / Total Col D)

MWBE SUBCONTRACTOR/VENDOR	Current Year			Previous Years Totals
	(E)	(F)	(G)	(H)
	Current Payment	Previous Payments	Cumulative Payments	Amount
TOTALS				

Summary

Original Prime Contract Total:	\$	Original Sub Contract Total:	\$
Amendment(s) Approved:	\$	Amendment(s) Approved:	\$
Revised Prime Contract Total:	\$	Revised Sub Contract Total:	\$

Contract Goal:

Cumulative Goal Achieved:

(Sum of totals G and H / Sum of totals C and D)

Remarks:

MONTH ENDING: _____

GREATER ORLANDO AVIATION AUTHORITY

LDB DISBURSEMENT FORM

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

CONTRACT: P06-21 Security Area Monitor (SAM) Services

(Number and Name)

PAYMENTS	Current Year			Previous Years Totals
	(A)	(B)	(C)	(D)
	Current Payment	Previous Payments	Cumulative Payments	Amount
Prime Contractor Payment				
Percent Achieved				
	(Total Col E / Total Col A)	(Total Col F / Total Col B)	(Total Col G / Total Col C)	(Total Col H / Total Col D)

LDB SUBCONTRACTOR/VENDOR	Current Year			Previous Years Totals
	(E)	(F)	(G)	(H)
	Current Payment	Previous Payments	Cumulative Payments	Amount
TOTALS				

Summary

Original Prime Contract Total:	\$	Original Sub Contract Total:	\$
Amendment(s) Approved:	\$	Amendment(s) Approved:	\$
Revised Prime Contract Total:	\$	Revised Sub Contract Total:	\$

Contract Goal:

Cumulative Goal Achieved:

(Sum of totals G and H / Sum of totals C and D)

Remarks:

PROPOSER: Allied Universal Security Services

* * * * * END OF PROPOSAL FORM * * * * *

CONTRACT

THIS AGREEMENT made and entered into effective as of the ____ day of _____, 2021, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called Authority, and **UNIVERSAL PROTECTION SERVICE LLC; D/B/A ALLIED UNIVERSAL SECURITY SERVICES**, hereinafter called Contractor

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, equipment, tools, materials, supplies, uniforms, fuel, vehicles and all other items necessary or proper for, or incidental to, providing security area monitoring including, but not limited to, access control, vehicle search services, and garage patrol services at multiple locations located throughout OIA in accordance with the Contract Documents and pursuant to the Authority's Standard Operating Procedures (SOPs) and the Code of Federal Regulations (CFR) Title 49 Part 1500 series as amended, for performing its obligations under Purchasing Proposal 06-21, Security Area Monitor (SAM) Services, at the Orlando International Airport. The Contract Documents consist of the Contract, Proposal Forms, the Instructions to Proposers, any Addenda issued prior to the execution of the Contract, the General Conditions, the Specifications, and the Request for Proposals, each of which are incorporated herein by this reference.

If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of the Contract Documents, then the 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"

GREATER ORLANDO AVIATION AUTHORITY

[Official Seal]

By: _____

Its: _____

Attest:

Secretary

"CONTRACTOR"

WITNESSED BY:

(Name of Contractor)

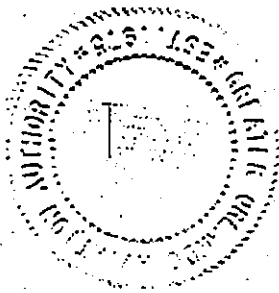
By: _____ (Seal)
(Signature of Owner or General Partner)

Its: (Title)

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 _____, its _____, attested by _____, its _____ 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

By: Phillip N. Brown
Phillip N Brown
Chief Executive Officer
Feb 19 2021 9:37 AM
DocuSign

Its: _____

Attest: [Signature]
Digitally signed on
Feb. 19, 2021
by Larissa Bou-Vazquez
Assistant Secretary
Secretary

Approved as to Form and Legality
this 15 day of February, 2021

NELSON MULLINS BROAD AND CASSEL

By: [Signature]
Greater Orlando Aviation Authority

[Corporate Seal]

"CONTRACTOR"
UNIVERSAL PROTECTION SERVICE LLC D/B/A
ALLIED UNIVERSAL SECURITY SERVICES
(Name of Contractor)

By: [Signature]
(Signature of Officer)

Its: REGIONAL PRESIDENT
(Title)

ROBERT WOOD
Name of Officer Printed or Typed

Attest: [Signature]
Secretary

(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 _____, its _____, attested by _____, its _____ 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]

By: _____

Its: _____

Attest:

Secretary

"CONTRACTOR"

UNIVERSAL PROTECTION SERVICE LLC D/B/A
ALLIED UNIVERSAL SECURITY SERVICES

(Name of Contractor)

By: _____

(Signature of Officer)

Its: REGIONAL PRESIDENT

(Title)

ROBERT WOOD

Name of Officer Printed or Typed

Attest:

Secretary



[Corporate Seal]

Performance Bond No.: 800110748 Performance Bond Expiration Date: 4/1/2023

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS that Universal Protection Service, LLC dba
Allied Universal Security Services, hereinafter called Principal, and
Atlantic Specialty Insurance Company, a
corporation organized under the laws of the State of New York and licensed to
do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the
Greater Orlando Aviation Authority, hereinafter called Authority, in the Penal Sum of Two Million
One Hundred Seventy Five Thousand Dollars (\$2,175,000.00), for the payment of which sum
well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement entered into a Contract with Authority for
Purchasing Proposal 06-21, Security Area Monitor (SAM) 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:

1. Promptly and faithfully performs each of its obligations under said Contract, including, but not limited to, any warranty provisions, in the time and manner prescribed in the Contract; and
2. Pays 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
3. 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, 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 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 Specification and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligation under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall be increased or the term of this bond extended in accordance with any amendments or other modifications to the Contract Documents entered into by Authority and Principal.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the 2nd day of February, 2021, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

Universal Protection Service, LLC dba Allied Universal Security Services

Principal (Name of Contractor)

By: Paul Afewerke
(Signature)

Its: SVP, TREASURY
(Title)

[Signature]
Witness

[Signature]
Witness

(Seal)

Atlantic Specialty Insurance Company
Name of Surety

By: [Signature]
(Signature)

Its: James W. Johnson, Attorney-in-Fact
(Title)

[Signature]
Witness

[Signature]
Witness



Address: 15901 Red Hill Avenue, Suite 100
Tustin, CA 92780

Telephone No.: (714) 505-7011

Fax No.: (714) 573-1770

E-Mail Address: jjohnson@performancebonding.com

BY: [Signature]
(Countersignature by Florida Licensed Agent)
James William Johnson, II, Lic# A131898

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

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

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

PENNSYLVANIA WITNESSING OR ATTESTING A SIGNATURE

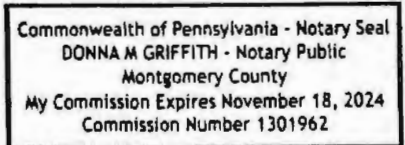
State of Pennsylvania

County of Montgomery

Signed (or attested) before me on February 4, 2021 by _____
Date

Paul Laconi
Name(s) of Individual(s)

Donna M. Griffith
Signature of Notarial Officer



Donna M. Griffith
Printed Name of Notarial Officer

Notary Public
Title of Office

Place Official Stamp/Notary Seal Above

My Commission Expires: 11/18/2024

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }
FEB 02 2021

On _____, before me, Christina Marie Rogers, Notary Public,
personally appeared James W. Johnson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE Christina Marie Rogers

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____



Power of Attorney

Surety Bond No: 800110748

Principal: Universal Protection Service, LLC dba Allied Universal Security Services
Obligee: Greater Orlando Aviation Authority

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: James W. Johnson, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: sixty million dollars (\$60,000,000) and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

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

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

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

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

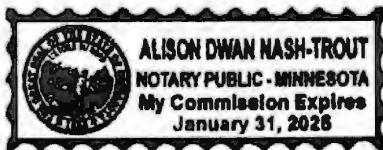
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

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



Alison Nash-Trout
Notary Public

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

Signed and sealed. Dated 2nd day of February, 2021.

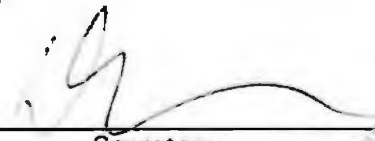


Christopher V. Jerry
Christopher V. Jerry, Secretary

OATH OF SECRETARY

GREATER ORLANDO AVIATION AUTHORITY

I, David I Buckman, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and/or Payment Bonds; that Pavl Laroni who signed the said Bond(s) on behalf of the Principal was then SVP, Treasury of said corporation and was authorized by the corporation to sign the Bond(s) on its behalf; that I know (his, her) signature, and (his, her) signature thereto is genuine, and that said Bonds was/were duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.



Secretary

(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.



CHUBB
 SPECIALTY CASUALTY - AVIATION
 Energy Centre
 1100 Poydras Street
 Suite 2150
 New Orleans LA 70163

504 310-3600 *main*
 504 310-3610 *fax*
 www.chubb.com

February 3, 2021

**ACE PROPERTY & CASUALTY INSURANCE COMPANY
 CERTIFICATE OF INSURANCE**

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

THIS IS TO CERTIFY that the Insured set forth below is at this date insured with ACE PROPERTY & CASUALTY INSURANCE COMPANY as indicated under the Policy(ies) described in the following schedule.

DESCRIPTIVE SCHEDULE

Named Insured: Allied Universal TOPCO, LLC
Address: 161 Washington Street, Suite 600, Conshohocken, PA 19428
Policy Number: AAP N16740822 004
Policy period: From: January 1, 2021 To January 1, 2022 (both dates at 12.01 am LST)
Location: All Premises Necessary and Incidental to the Aviation Operations of the Named Insured
Type: Airport Owners and Operators liability insurance
Limits of insurance: Bodily Injury, Personal Injury/Advertising Injury and Property Damage combined
 \$5,000,000 each occurrence/offense, subject to the following limitations:
 Products-Completed Operations Aggregate Limit..... \$5,000,000
 Personal Injury and Advertising Injury Aggregate Limit..... \$5,000,000
 Malpractice Aggregate Limit..... \$5,000,000
Deductible: Each Occurrence or offense..... \$25,000; but not to exceed \$250,000 annual aggregate

Contract/Agreement Number: Purchasing Proposal 06-21 Security Area Monitor (SAM) Services

Additional Agreement:

1. Solely with respect to the agreement between the Named Insured and this **Certificate Holder** shown in this Certificate of Insurance, WHO IS AN INSURED is amended by endorsement to include as an insured person or organization the following **Certificate Holder** as an insured, but only with respect to liability to which the insurance provided under the above Policy(ies) applies that is caused, in whole or in part, by the Named Insured's acts or omissions or the acts or omissions of those acting on the Named Insured's behalf in the performance of the Named Insured's "aviation operations".



February 3, 2021

**ACE PROPERTY & CASUALTY INSURANCE COMPANY
CERTIFICATE OF INSURANCE (PAGE 2 OF 2)**

2. As respects to Six (6) Ford Escape AWD Vehicle


The policy includes coverage for "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto" owned or operated by, rented, loaned or leased to the insured, but only while on the Orlando International Airport Property ("OIA").

3. Coverage is primary and non-contributory.

4. This Certificate of Insurance neither affirmatively nor negatively amends, alters, or extends the coverage(s) afforded by the policy(ies) described above. Aggregate limits shown may have been reduced by paid claims. We have made provision to provide the Certificate Holder with thirty (30) days, prior written notice in the event of cancellation, termination or modification of the above described policy(ies), except that such notice will be ten (10) days for nonpayment of premium, or such shorter periods as may be required by the automatic termination, review and cancellation provisions of the Extended Coverage - War, Hi-jacking and Other Perils Endorsement and the Nuclear Risks Exclusion Clause), if they form part of the policy.

This certificate is issued at the request of the following Certificate Holder:

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

By 

Jerry Ruth
(Authorized Representative)

IRREVOCABLE STAND-BY LETTER OF CREDIT

_____ [Date]

IRREVOCABLE LETTER OF CREDIT NO. _____

EXPIRY DATE: _____

AGGREGATE AMOUNT: \$2,175,000.00

BENEFICIARY: Greater Orlando Aviation Authority
One Jeff Fuqua Boulevard
Orlando, FL 32827-4399

Dear Sir or Madam:

On behalf of _____ [Company Name] (the "Company"), we hereby issue this irrevocable stand-by letter of credit in your favor up to the aggregate amount stated above, available by one or more sight drafts drawn by you on us.

Each draft hereunder must state "Drawn on _____ [Bank Name] Irrevocable Letter of Credit No. _____, dated _____," and must be accompanied by a statement in the form attached hereto as Exhibit A (which is incorporated in this letter of credit by this reference). Such statement must be signed by the Executive Director of the Greater Orlando Aviation Authority (the "Authority"), or designee, and must provide the following:

- A. Certification that the Company has failed to faithfully perform one or more of its obligations to the Authority under that certain Contract 06-21, Security Area Monitor (SAM) Services, at Orlando International Airport, as such may be amended from time to time, by and between the Company and the Authority (the "Agreement"); and
- B. 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: _____ [Company Name]

Irrevocable Letter of Credit Number: _____

The undersigned, who is the Chief Executive Officer of the Greater Orlando Aviation Authority (the "Authority"), or the duly authorized designee of same, hereby certifies to _____ [Bank Name] that [A, and either B or C are required]:

- A. _____ [Company Name] (the "Company") has failed to faithfully perform one or more of its obligations to the Authority under that certain Contract 06-21, Security Area Monitor (SAM) Services, at Orlando International Airport, by and between the Company and the Authority (the "Agreement").

- B. In the belief or determination of the undersigned, the amount of damages or expenses which the Authority has suffered or incurred or is likely to suffer or incur, as a result of such failure by the Company totals \$ _____; or

- C. The Company has failed to provide the Authority with an acceptable replacement surety bond or stand-by letter of credit on or before the date the same was due under the terms of the Agreement in accordance with such terms, and that the amount of the required replacement bond or letter of credit is \$ _____.

Dated this _____ day of _____, 20____.

GREATER ORLANDO AVIATION AUTHORITY

By: _____

Title: _____



CHUBB
 SPECIALTY CASUALTY - AVIATION
 Energy Centre
 1100 Poydras Street
 Suite 2150
 New Orleans LA 70163

504 310-3600 *main*
 504 310-3610 *fax*
 www.chubb.com

February 3, 2021

**ACE PROPERTY & CASUALTY INSURANCE COMPANY
 CERTIFICATE OF INSURANCE**

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 \$5,000,000 each occurrence/offense, subject to the following limitations:
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 Personal Injury and Advertising Injury Aggregate Limit..... \$5,000,000
 Malpractice Aggregate Limit..... \$5,000,000
Deductible: Each Occurrence or offense..... \$25,000; but not to exceed \$250,000 annual aggregate

Contract/Agreement Number: Purchasing Proposal 06-21 Security Area Monitor (SAM) Services

Additional Agreement:

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February 3, 2021

**ACE PROPERTY & CASUALTY INSURANCE COMPANY
CERTIFICATE OF INSURANCE (PAGE 2 OF 2)**

2. As respects to Six (6) Ford Escape AWD Vehicle


The policy includes coverage for "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto" owned or operated by, rented, loaned or leased to the insured, but only while on the Orlando International Airport Property ("OIA").

3. Coverage is primary and non-contributory.

4. This Certificate of Insurance neither affirmatively nor negatively amends, alters, or extends the coverage(s) afforded by the policy(ies) described above. Aggregate limits shown may have been reduced by paid claims. We have made provision to provide the Certificate Holder with thirty (30) days, prior written notice in the event of cancellation, termination or modification of the above described policy(ies), except that such notice will be ten (10) days for nonpayment of premium, or such shorter periods as may be required by the automatic termination, review and cancellation provisions of the Extended Coverage - War, Hi-jacking and Other Perils Endorsement and the Nuclear Risks Exclusion Clause), if they form part of the policy.

This certificate is issued at the request of the following Certificate Holder:

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

By 

Jerry Ruth
(Authorized Representative)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2020

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 MARSH USA INC 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360 CN118025105-ALL-STAND-21-22	CONTACT NAME: ...	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Lexington Insurance Company		19437
INSURER B: Greenwich Insurance Company		22322
INSURER C: XL Insurance America		24554
INSURER D: Indian Harbor Insurance Company		36940
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:**

CLE-006532965-10

REVISION NUMBER: 5

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input checked="" type="checkbox"/> SIR \$1,750,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			082695264	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			RAD9437818-04	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			RES943799401 'EXCESS OF GENERAL LIABILITY ONLY'	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	RWD3001203-05(AOS) RWR3001204-05(WI)	01/01/2021 01/01/2021	01/01/2022 01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: CFID# 373942 Reference # 007218.
 Greater Orlando Aviation Authority c/o CertFocus is/are included as additional insured where required by written contract with respect to General Liability and Auto Liability. Liability coverage shall be primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER

Greater Orlando Aviation Authority
 CFID # 373942 Reference # 007218
 c/o CertFocus
 PO Box 140528
 Kansas City, MO 64114

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

of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA INC		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

- First Named Insured:
- Allied Universal Topco, LLC

- Additional Named Insureds:
- Advent Systems, LLC
- Advent Systems, LLC, dba Allied Universal Technology Services
- Allied Security Holdings LLC
- Allied Universal Executive Protection and Intelligence Services, Inc.
- Allied Universal Finance Corporation
- Allied Universal Holdco LLC
- Allied Universal Manager, LLC
- Allied Universal Risk Advisory and Consulting Services, Inc.
- Allied Universal Sideco, LLC
- AlliedBarton (NC) LLC
- AlliedBarton (NC) LLC, dba Allied Universal Security Services
- AlliedBarton Security Services LLC
- AlliedBarton Security Services LLC, dba Allied Universal Security Services
- AlliedBarton Security Services LP
- AlliedBarton Security Services LP, dba Allied Universal Security Services
- American Security Programs, Inc., A Virginia corporation
- Andrews International Government Services, Inc.
- Andrews International Government Services, Inc., dba Allied Universal Risk Advisory and Consulting Services
- Apollo Security International, Inc.
- AS Solution North America, Inc.
- AS Solution North America, Inc., dba AS Solution
- C & D Enterprises, Inc.
- ERMC LLC, a Delaware limited liability company
- First Alarm Security & Patrol, Inc.
- First Alarm Security & Patrol, Inc., dba First Alarm
- First Alarm Security & Patrol, Inc., dba First Security
- First Alarm Security & Patrol, Inc., dba First Security Services
- FJC Security Services, Inc.
- FJC Security Services, Inc., dba Allied Universal Security Services
- Guardsmark (Puerto Rico), LLC
- Guardsmark (Puerto Rico), LLC, dba Allied Universal Security Services, LLC
- Guardsmark (Puerto Rico), LLC, dba Universal Protection Service, LLC
- Intelligent Access Systems Holdings, LLC
- Intelligent Access Systems of North Carolina, LLC
- Intelligent Access Systems of North Carolina, LLC, dba Allied Universal Technology Services
- Intelligent Access Systems of North Carolina, LLC, dba Securadyne Systems Mid-Atlantic
- Peplemark, Inc.
- Peplemark, LLC
- Securadyne Systems Intermediate LLC
- Securadyne Systems Intermediate LLC, dba Allied Universal Technology Services
- Securadyne Systems Texas LLC
- Securadyne Systems Texas LLC, dba Allied Universal Technology Services
- SecurAmerica Corporation, a California corporation
- SFI Electronics, LLC



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA INC		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

- SFI Electronics, LLC, dba Allied Universal Security Systems
- SFI Electronics, LLC, dba Allied Universal Technology Services
- SFI Electronics, LLC, dba Universal Protection Security Systems
- SOS Security LLC
- SOS Security LLC, dba Allied Universal Risk Advisory and Consulting Services
- SOS Security LLC, dba Allied Universal Security Services
- SOS Security LP
- SOS Security LP, dba Allied Universal Security Services
- Spectaguard Acquisition LLC
- Staff Pro Inc.
- Staff Pro Inc., dba Allied Universal Event Services
- Surveillance Specialties, Ltd.
- Surveillance Specialties, Ltd., dba Allied Universal Technology Services
- Surveillance Specialties, Ltd., dba Securadyne Systems Northeast
- TSI Security LLC
- U.S. Security Associates, Inc.
- U.S. Security Associates, Inc., dba Allied Universal Risk Advisory and Consulting Services
- Universal Building Maintenance, LLC
- Universal Building Maintenance, LLC, dba Allied Universal Janitorial Services
- Universal Group Holdings, LLC
- Universal Protection GP, LLC
- Universal Protection Security Systems, LP
- Universal Protection Security Systems, LP, dba Allied Universal Security Systems
- Universal Protection Security Systems, LP, dba Allied Universal Technology Services
- Universal Protection Service of Canada Corporation
- Universal Protection Service of Canada Corporation., dba Allied Universal Security Services of Canada
- Universal Protection Service of Seattle, LLC
- Universal Protection Service of Seattle, LLC, dba Allied Universal Security Services
- Universal Protection Service, LLC
- Universal Protection Service, LLC, dba Allied Universal Risk Advisory and Consulting Services
- Universal Protection Service, LLC, dba Allied Universal Security Services
- Universal Protection Service, LLC, dba Allied Universal Security Services, LLC
- Universal Protection Service, LP
- Universal Protection Service, LP, dba Allied Universal Risk Advisory and Consulting Services
- Universal Protection Service, LP, dba Allied Universal Security Services
- Universal Protection Service, LP, dba Allied Universal Security Services, LP
- Universal Services of America, LP
- Universal Thrive Technologies, LLC
- Universal Thrive Technologies, LLC, dba Allied Universal Monitoring and Response Center
- Universal Thrive Technologies, LLC, dba Allied Universal Technology Services
- Universal Thrive Technologies, LLC, dba Thrive Intelligence
- USA GP Sub LLC
- USAGM Acquisition, LLC
- Vance Executive Protection, In.
- Vance International Consulting, Inc.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., November 1, 2017 forms a part of
Policy No. RAD943781801 issued to ALLIED UNIVERSAL TOPCO, LLC
by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Per the most current schedule maintained by Marsh USA, Inc. and furnished to XL Catlin no less than 45 days prior to the effective date of cancellation.		30

All other terms and conditions of the Policy remain unchanged.

ENDORSEMENT #49

This endorsement, effective 12:01 AM 11/01/2019

Forms part of policy number: 082695264

Issued to: ALLIED UNIVERSAL TOPCO, LLC

By: LEXINGTON INSURANCE COMPANY

AMENDMENT OF CANCELATION CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

SECURITY GUARD PROFESSIONAL LIABILITY POLICY

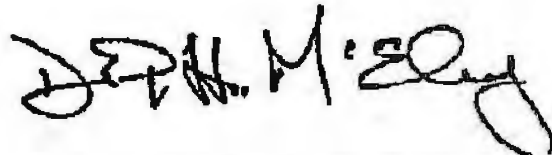
Section IV – **CONDITION #12**, Cancellation, is deleted in its entirety and replaced with the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured, all additional named insured's, and all certificate holder's written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment or premium; or
 - b. 90 days before the effective date of cancellation if we cancel for any other reason.It is further understood that ninety (90) days will be given for material change.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is canceled, we will send the Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, earned premium will be calculated in accordance with the customary pro-rata table and procedure, or the Minimum Earned Premium at the inception of the policy shown in of the Declarations, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. If we decide to non-renew this policy we will provide the first Named insured with 90-days written notice.
8. It is further agreed that notice of cancellation or non-renewal will be given, in writing, to the Risk management Department.

All other terms and conditions remain as written.

LEXDOC021

LX0404



Authorized Representative OR
Countersignature (in states where applicable)

ENDORSEMENT #

This endorsement, effective 12:01 a.m. 11-01-2020 forms a part of

Policy No. RWD3001203-04 issued to ALLIED UNIVERSAL TOPCO, LLC
by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY


In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Per the most current schedule maintained by Marsh USA, Inc. and furnished to AXA XL no less than 45 days prior to the effective date of the cancellation.		30

All other terms and conditions of the Policy remain unchanged.

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

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

Endorsement Effective 11-01-2020 Policy No. RWD3001203-04 Endorsement No.
 Insured ALLIED UNIVERSAL TOPCO, LLC Premium \$ Included

 Insurance Company XL Insurance America, Inc. Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Additional Insured(s)	Work
Any person or organization you have agreed to include as an additional insured under written contract, provided such contract was executed prior to the date of loss.	All Operations

COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

in the performance of your work as described in the Schedule above.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: ALLIED UNIVERSAL TOPCO, LLC</p> <p>Endorsement Effective Date: January 1, 2021</p>
--

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

ENDORSEMENT #24

This endorsement, effective 12:01 AM 01/01/2021

Forms part of policy number: 082695264

Issued to: ALLIED UNIVERSAL TOPCO, LLC

By: LEXINGTON INSURANCE COMPANY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

SECURITY GUARD GENERAL AND PROFESSIONAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or Organization:

Where required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

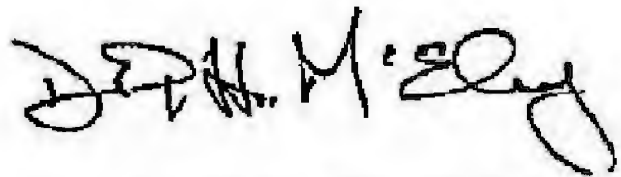
The TRANSFER OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain as written.

LEXDOC021

LX0404



Authorized Representative OR
Countersignature (in states where applicable)

ENDORSEMENT #050

This endorsement, effective 12:01 AM 01/01/2021

Forms part of policy number: 082695264

Issued to: ALLIED UNIVERSAL TOPCO, LLC

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided by the following:

GUARDSECURE GENERAL AND PROFESSIONAL LIABILITY COVERAGE FORM

A. SECTION II - Who Is An Insured is amended to include as an additional insured a person(s) or organization(s) who is required to be added by written contract or written agreement which does not require that a specific form number be used.

B. The insurance provided to additional insureds applies only to "bodily injury", "property damage", "professional liability" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf

In the performance of your ongoing operations for the additional insured; or "your work" performed for that additional insured and included in the "products-completed operations hazard"

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

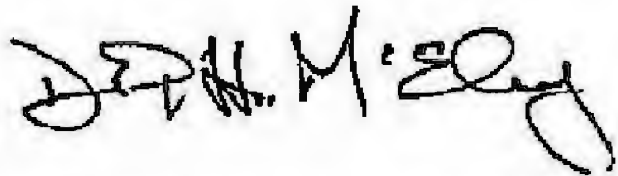
D. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim.
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights as an insured or additional insured.

E. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions remain as written.

A handwritten signature in black ink, appearing to read "J. H. Mealy". The signature is stylized and cursive.

Authorized Representative OR
Countersignature (in states where applicable)

LEXDOC021
LX0404

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

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

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

Endorsement Effective
Insured
Allied Universal Topco, LLC
Insurance Company
XL Insurance America, Inc.

Policy No.
RWD3001203-05

Endorsement No.
Premium Included

Countersigned by _____

Request for Taxpayer Identification Number and Certification

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

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

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

2 Business name/disregarded entity name, if different from above
DBA ALLIED UNIVERSAL SECURITY SERVICES

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

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

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

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

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. BOX 828854

6 City, state, and ZIP code
PHILADELPHIA, PA 19182-8854

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

5	6	-	0	5	1	5	4	4	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶  Date ▶ **5/4/20**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

AWARDED PROPOSER'S CONTACT INFORMATION

A W-9, signed and dated within the current calendar year, must accompany this form.

Legal Company Name:
(Must match 1099)

Universal Protection Service LLC d/b/a Allied Universal Security Services

Purchase Order Address: (Address, phone number, fax number, and e-mail address)	Address	161 Washington Street, Suite 600		
	City	Conshohocken	State	PA Zip Code 19428
	Phone Number	+1 (484) 351-1300	Fax Number	
	E-mail Address	govservices@aus.com		

Remit to Address: (Must match printed invoice address. Address, phone number, fax number, and e-mail address)	Address	P.O. 828854		
	City	Philadelphia	State	PA Zip Code 19182-8854
	Phone Number	+1 (856) 638-4803	Fax Number	+1 (484) 351-1945
	E-mail Address	remittance@aus.com		

1099-Corporate Address: (Tax purposes only)	Address	161 Washington Street, Suite 600		
	City	Conshohocken	State	PA Zip Code 19428
	E-mail Address	govservices@aus.com		

Local Contact Person: (Name, address, phone number, cell phone number, fax number, and e-mail address)	Name	Ryan Leneweaver	Cell Number	+1 (407) 461-9578
	Address	851 Trafalgar Court, Suite 150W		
	City	Maitland	State	FL Zip Code 32751
	Phone Number	+1 (407) 513-9961	Fax Number	
	E-mail Address	ryan.leneweaver@aus.com		
Corporate Contact Person: (Name, address, phone number, cell phone number, fax number, and e-mail address)	Name	Robert Wheeler	Cell Number	+1 (619) 726-2704
	Address	161 Washington Street, Suite 600		
	City	Conshohocken	State	PA Zip Code 19428
	Phone Number	+1 (619) 726-2704	Fax Number	
	E-mail Address	robert.wheeler@aus.com		

Mail Documents
Place a mark in either the box above or below showing where you would like Correspondence and Amendments to be mailed.

Insurance Contact Person: (This is your Company in house insurance contact. Name, address, phone number, cell phone number, fax number, and e-mail address)	Name	Jeff Quinn	Cell Number	
	Address	161 Washington Street, Suite 600		
	City	Conshohocken	State	PA Zip Code 19428
	Phone Number	+1 (484) 351-1430	Fax Number	+1 (484) 351-1431
	E-mail Address	jeff.quinn@aus.com		

Kevin Brown

Security Manager

Kevin.Brown61672@gmail.com • 4072850542
www.linkedin.com/in/kevin-brown/ • Clermont, FL

Detail driven and highly-organized professional with substantial experience in security operations, department administration, team leadership, and operations supervision. Proven success in deploying strategic security plans in a high-risk and sensitive environment. Demonstrated history of maintaining high-standards of security and surveillance with robust planning. Excel at building and nurturing relations with professional stakeholders at all levels. Adept at identifying company needs, behavioral assessments, and screening techniques.

Areas of Expertise

- ◆ Safety and Security Procedures
- ◆ Risk Identification & Mitigation
- ◆ Surveillance & Investigation
- ◆ Team Building & Leadership
- ◆ Relationship Building
- ◆ Complex Conflict Resolution
- ◆ Project Management
- ◆ Security Screening
- ◆ Microsoft Office Suite

Professional Experience

HSS Inc., Orlando, FL
Program Security Manager

03/2020 – Present

Administer the overall facets of security operations from planning to implementation. Serve as the program security manager for Aviation and Government Services at a Category X airport. Train and supervise team members to perform security operations with acute precision. Support all aspects of contractual obligations on behalf of the company.

- Proactively led the entire operational contract on behalf of the corporation, resulting in improving operational effectiveness.
- Successfully led and managed over 175 front-line and administrative team members with strict adherence to company rules and regulations.

Orange County Corrections Department, Orlando, FL
Corrections Corporal

11/2009 - 03/2020

Performed corrections and security supervision at various assigned positions and areas. Introduced and deployed disciplinary actions to be exercised against personnel and inmates when needed. Acquired hands-on experience in developing emergency plans and maintaining emergency equipment. Maintained and enforced set rules and regulations along with federal, state, and local law to ensure all subordinate personnel follows standards practices. Conducted in-depth investigations on facility incidents.

- Tracked and analyzed staff performance as well as delivered evaluations to the Correctional Officers, hence ensuring optimal productivity.
- Trained and developed Correctional Officers in addition to direct supervision of specialized units, armed perimeter, hospital units, BRC Intake (Booking and Release Center), and inmate programs.

Additional Experience

Corrections Officer ▪ Orange County Corrections Department, Orlando, FL 2005-2009

Professional Training

Airport Security Coordinator (ASC)

American Association of Airport Executives, Orlando, FL, 2020

Airport Certified Employee Security (ACE)

American Association of Airport Executives, Orlando, FL, 2020

AED Certified/ CPR and Child CPR Training

Licenses & Certifications

License MB3000058: Security Manager License (MB), Florida Department of Agricultural Services, 03/2020

Middle Management Certificate, Valencia College, 2019

Line Supervision Certificate, Valencia College, 2018

Command Leadership Certificate, Valencia College, 2014

Interviews and Interrogations Certificate, Valencia College, 2011

Law Enforcement Certificate, Seminole State College, 2011

Hostage Negotiations Certificate, Valencia College, 2010

Corrections Certificate, Valencia College CJ, 2006

Professional Affiliations

Legislation Director, 2019 – 2020, Fraternal Order of Police Lodge 86

Labor Chairman, 2018 – 2019, Fraternal Order of Police Lodge 86



American Association of Airport Executives



Award of Certification

This certifies that

Mr. Kevin Brown, ACE

has been awarded the

Airport Certified Employee (ACE) – Airport Security

Professional Airport Security Certification

October 29, 2020

Date of Award

A handwritten signature in black ink, reading 'Todd Hauptli'.

Todd Hauptli
President & CEO, AAE

Fabio A. Martinez
1015 Belvoir Drive
Kissimmee Florida 34744
Business Cell (407) 209-7445
Personal Cell (863) 904-7617
Email fabio.martinez@aus.com

Objective: To obtain a position which allows for growth in Security Management

Experience:
March 2018-

Present

Account Manager

- Manage a team of 40 security professionals at the Orlando International Airport
- Ensure team is in compliance with all federal, state, and international regulations and standards through accurate record keeping
- Develop and maintain business relationships with current and future clients, as well as providing customer care
- Develop training materials and provide on-the-job training to all security staff members

June 2006 –

U.S. Security Associates, Inc., Orlando Florida

March 2018

Aviation Security Manager

- Provided customer care and security services to airline clientele
- Recruited, managed, coached, trained, and supported security professionals on appropriate government and company policies
- Managed, scheduled and supervised security officers in the field
- Conducted periodic audits of all security officers' personnel and training files
- Recorded and processed weekly payroll

October 2004-

John C. Mandel Security Bureau, Inc., Orlando FL

June 2006

Aviation Security Manager

- Acquired and maintained security contracts with various airlines in the Orlando International Airport
- Scheduled and supervised 30 employees
- Reported and ensured account billing went to authorized department personnel

July 2002 –

J.C. Mandel Security Bureau, New York Branch

October 2004

Lead Verification Agent

- Verified passengers' passports or other travel documents prior to their flights
- Closely examined the documentation provided by each passenger to verify their destinations and identify special handling requirements.
- Identified those passengers in need of in-depth screening based on travel documents or suspicious behaviors.

**Professional
Certification:**

Florida Agency Manager License # MB2500142

Florida Security Officers License #D2422886

AAAE - ACE Certification

Education:

Norman Thomas High School (GED), New York, New York

Computer Skills:

Proficient in WinTeam, ICIMS and Microsoft Windows Applications

Interests:

Carpentry, and Home Remodeling



American Association of Airport Executives



Award of Certification

This Certifies that

Mr. Fabio A. Martinez, ACE

Allied Universal Security

has been awarded the

Airport Certified Employee (ACE) – Airport Security

Professional Airport Security Certification

February 13, 2020

A handwritten signature in blue ink, appearing to read 'Todd Haupt', written over a horizontal line.

President & CEO, AAAE



American Association of Airport Executives

Award of Certification

This Certifies that

Mr. Fabio A. Martinez, ACE

Allied Universal Security

has been awarded

Airport Security Coordinator (ASC) - Certification

February 13, 2020

A handwritten signature in black ink, appearing to read 'Todd Haupt', written over a horizontal line.

President & CEO, AAAE



American Association of Airport Executives



Certificate of Attendance

This Certifies that

Mr. Fabio A. Martinez, ACE

Allied Universal Security

Attended the

ACE Security Review Course

February 10-13, 2020 * Orlando, FL * Mtg. #200241

February 13, 2020

A handwritten signature in black ink, appearing to read 'Todd Haupt', written over a horizontal line.

President & CEO, AAAE



Robert Wood
Southeast President



Andrew Daniels
VP of Business Development



Taylor McDonald
Dir. Government Services



Norma Resto
Regional HR Director



Cara Dark
Regional Recruiting Director

Regional Support

TRAINING & DEVELOPMENT

Al Velasco - Regional Trainer
Gary Sturgeon - Orlando Trainer



RECRUITING

Nicolette Lang
Talent Acquisition Specialist



STAFFING

Daniel Perez
Staffing Specialist



HUMAN RESOURCES

Chrissy Pierre-Louis- HR Manager
Christina Oliva- HR Coordinator



MCO
RECRUITING &
DEVELOPMENT
TEAM



MCO
MANAGEMENT
TEAM



National Support



FINANCE



IT



BENEFITS



HR



TRAINING



LEGAL

DIRECT POINT OF CONTACT

TBD - Project Manager
TBD - Assistant Project Manager
TBD - Trainer
TBD - Administrator



LEADERSHIP TEAM

Ryan Leneweaver - General Manager
Eric Glasgow - Regional Vice President
Ron Petrella - Operations



GOVERNMENT SERVICES

Bob Wheeler - VP Aviation Specialist
Ron Pellechia - Director Aviation Specialist



MWBE/LDB

Fidelity - Michael Williams, President





Contact Name	Title	Email	Mobile Phone
Bob Wood	Southeast Regional President	bob.wood@aus.com	347.728.1702
Eric Glasgow	Regional Vice President	eric.glasgow.@aus.com	904.514.9911
Ryan Leneweaver	Orlando General Manager	ryan.leneweaver@aus.com	407.461.9578
Ron Petrella	Director of Operations	ronald.Petrella@aus.com@aus.com	407.274.8666
Al Velasco	Regional Trainer	albert.velasco@aus.com	650.224.8159
Bob Wheeler	Vice President Aviation	robert.wheeler@aus.com	619.778.2179
Ron Pellechia	Director Aviation	ronald.pellechia@aus.com	646.284.8989
Andrew Daniels	VP Business Development	andrew.daniels@aus.com	954.415.1367
Taylor McDonald	Director Government Services	taylor.mcdonald@aus.com	954.415.7419
Michael Williams	Fidelity (MWBE/LDB)	mike@fsa-security.com	407-791-6113 (Mobile) 407-542-1529 (Office)
TBD	Project Manager		
TBD	Assistant Project Manager		
TBD	Trainer		
TBD	Administrator		

Name	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	HPW	Max Shift Length	Shifts Based I/J	Shifts Based B-H	Shifts from By Post	Notes
Employee1	Alpha-1st	Alpha-1st	Alpha-1st	Alpha-1st	Alpha-1st	OFF	OFF	40	8	5	5	5	
Employee2	Bravo-1st	Bravo-1st	Bravo-1st	OFF	OFF	Alpha-1st	Alpha-1st	40	8	5	5	5	
Employee3	OFF	OFF	OFF	Bravo-1st	Bravo-1st	Bravo-1st	Bravo-1st	32	8	4	4	4	
Employee4	Alpha-2nd	Alpha-2nd	Alpha-2nd	Alpha-2nd	Alpha-2nd	OFF	OFF	40	8	5	5	5	
Employee5	Bravo-2nd	Bravo-2nd	Bravo-2nd	OFF	OFF	Alpha-2nd	Alpha-2nd	40	8	5	5	5	
Employee6	OFF	OFF	OFF	Bravo-2nd	Bravo-2nd	Bravo-2nd	Bravo-2nd	32	8	4	4	4	
Employee7	Alpha-3rd	Alpha-3rd	Alpha-3rd	Alpha-3rd	Alpha-3rd	OFF	OFF	40	8	5	5	5	
Employee8	Bravo-3rd	Bravo-3rd	Bravo-3rd	OFF	OFF	Alpha-3rd	Alpha-3rd	40	8	5	5	5	
Employee9	OFF	OFF	OFF	Bravo-3rd	Bravo-3rd	Bravo-3rd	Bravo-3rd	32	8	4	4	4	
Employee10	Bravo-1st	Bravo-1st	Bravo-1st	OFF	OFF	Bravo-1st	Bravo-1st	40	8	5	5	5	
Employee11	Bravo-1st	Bravo-1st	Bravo-1st	Bravo-1st	Bravo-1st	OFF	OFF	40	8	5	5	5	
Employee12	OFF	OFF	OFF	Bravo-1st	Bravo-1st	Bravo-1st	Bravo-1st	32	8	4	4	4	
Employee13	Bravo-2nd	Bravo-2nd	Bravo-2nd	OFF	OFF	Bravo-2nd	Bravo-2nd	40	8	5	5	5	
Employee14	OFF	OFF	OFF	Bravo-2nd	Bravo-2nd	Bravo-2nd	Bravo-2nd	32	8	4	4	4	
Employee15	Bravo-2nd	Bravo-2nd	Bravo-2nd	Bravo-2nd	Bravo-2nd	OFF	OFF	40	8	5	5	5	
Employee16	Bravo-3rd	Bravo-3rd	Bravo-3rd	OFF	OFF	Bravo-3rd	Bravo-3rd	40	8	5	5	5	
Employee17	Bravo-3rd	OFF	OFF	Bravo-3rd	Bravo-3rd	Bravo-3rd	Bravo-3rd	40	8	5	5	5	
Employee18	OFF	Bravo-3rd	Bravo-3rd	Bravo-3rd	Bravo-3rd	OFF	OFF	32	8	4	4	4	
Employee19	Charlie-1st	Charlie-1st	OFF	OFF	Charlie-1st	Charlie-1st	Charlie-1st	40	8	5	5	5	
Employee20	OFF	OFF	Charlie-1st	Charlie-1st	Charlie-1st	Charlie-1st	Charlie-1st	40	8	5	5	5	
Employee21	Charlie-1st	Charlie-1st	Charlie-1st	Charlie-1st	OFF	OFF	Charlie-1st	40	8	5	5	5	
Employee22	OFF	Charlie-1st	Charlie-1st	Charlie-1st	Charlie-1st	Charlie-1st	OFF	40	8	5	5	5	
Employee23	Charlie-1st	Charlie-1st	Charlie-1st	Charlie-1st	OFF	OFF	OFF	32	8	4	4	4	
Employee24	Charlie-1st	OFF	OFF	OFF	Charlie-1st	Charlie-1st	Charlie-1st	32	8	4	4	4	
Employee25	Charlie-2nd	Charlie-2nd	OFF	OFF	Charlie-2nd	Charlie-2nd	Charlie-2nd	40	8	5	5	5	
Employee26	OFF	OFF	Charlie-2nd	Charlie-2nd	Charlie-2nd	Charlie-2nd	Charlie-2nd	40	8	5	5	5	
Employee27	Charlie-2nd	Charlie-2nd	Charlie-2nd	Charlie-2nd	OFF	OFF	Charlie-2nd	40	8	5	5	5	
Employee28	OFF	Charlie-2nd	Charlie-2nd	Charlie-2nd	Charlie-2nd	Charlie-2nd	OFF	40	8	5	5	5	
Employee29	Charlie-2nd	OFF	OFF	OFF	Charlie-2nd	Charlie-2nd	Charlie-2nd	32	8	4	4	4	
Employee30	Charlie-2nd	Charlie-2nd	Charlie-2nd	Charlie-2nd	OFF	OFF	OFF	32	8	4	4	4	
Employee31	Charlie-3rd	Charlie-3rd	OFF	OFF	Charlie-3rd	Charlie-3rd	Charlie-3rd	40	8	5	5	5	
Employee32	Charlie-3rd	Charlie-3rd	Charlie-3rd	Charlie-3rd	OFF	OFF	Charlie-3rd	40	8	5	5	5	
Employee33	OFF	OFF	Charlie-3rd	Charlie-3rd	Charlie-3rd	Charlie-3rd	Charlie-3rd	40	8	5	5	5	
Employee34	Charlie-3rd	Charlie-3rd	Charlie-3rd	Charlie-3rd	Charlie-3rd	OFF	OFF	40	8	5	5	5	
Employee35	EP- 3rd	EP- 3rd	OFF	OFF	OFF	Charlie-3rd	EP- 3rd	32	8	4	4	4	
Employee36	OFF	OFF	EP- 3rd	EP- 3rd	EP- 3rd	EP- 3rd	OFF	32	8	4	4	4	
Employee37	EP -1st	EP -1st	EP -1st	OFF	OFF	EP -1st	EP -1st	40	8	5	5	5	
Employee38	EP - 2nd	EP - 2nd	EP - 2nd	OFF	OFF	EP - 2nd	EP - 2nd	40	8	5	5	5	
Employee39	VP - 1st	OFF	OFF	EP -1st	EP -1st	VP - 1st	VP - 1st	40	8	5	5	5	
Employee40	VP - 2nd	OFF	OFF	EP - 2nd	EP - 2nd	VP - 2nd	VP - 2nd	40	8	5	5	5	
Employee41	OFF	VP - 1st	VP - 1st	VP - 1st	VP - 1st	OFF	OFF	32	8	4	4	4	
Employee42	OFF	VP - 2nd	VP - 2nd	VP - 2nd	VP - 2nd	OFF	OFF	32	8	4	4	4	
Employee43	VP - 3rd	OFF	OFF	VP - 3rd	VP - 3rd	VP - 3rd	VP - 3rd	40	8	5	5	5	
Employee44	Breaker - 3rd	VP - 3rd	VP - 3rd	OFF	OFF	Breaker - 3rd	Breaker - 3rd	40	8	5	5	5	
Employee45	OFF	Breaker - 3rd	Breaker - 3rd	Breaker - 3rd	Breaker - 3rd	OFF	OFF	32	8	4	4	4	
Employee46	Breaker - 3rd	Breaker - 3rd	OFF	OFF	Breaker - 3rd	Breaker - 3rd	Breaker - 3rd	40	8	5	5	5	

Employee47	OFF	OFF	Breaker - 3rd	Breaker - 3rd	GPAB - 3rd	GPAB - 3rd	OFF	32	8	4	4	4
Employee48	OFF	OFF	OFF	OFF	OFF	OFF	OFF	0	0	#DIV/0!	0	0 Omitted
Employee49	Breaker - 1st	Breaker - 1st	Breaker - 1st	OFF	OFF	Breaker - 1st	Breaker - 1st	40	8	5	5	5
Employee50	Breaker - 1st	OFF	OFF	Breaker - 1st	Breaker - 1st	Breaker - 1st	Breaker - 1st	40	8	5	5	5
Employee51	OFF	Breaker - 1st	Breaker - 1st	Breaker - 1st	Breaker - 1st	OFF	OFF	32	8	4	4	4
Employee52	Breaker - 2nd	Breaker - 2nd	Breaker - 2nd	OFF	OFF	Breaker - 2nd	Breaker - 2nd	40	8	5	5	5
Employee53	Breaker - 2nd	OFF	OFF	Breaker - 2nd	Breaker - 2nd	Breaker - 2nd	Breaker - 2nd	40	8	5	5	5
Employee54	OFF	Breaker - 2nd	Breaker - 2nd	Breaker - 2nd	Breaker - 2nd	OFF	OFF	32	8	4	4	4
Employee55	AFD - 1st	AFD - 1st	AFD - 1st	AFD - 1st	OFF	OFF	OFF	40	10	4	4	4
Employee56	GPAB - 1st	OFF	OFF	OFF	AFD - 1st	GPAB - 1st	GPAB - 1st	34	10	3.4	4	4
Employee57	OFF	GPAB - 1st	GPAB - 1st	GPAB - 1st	GPAB - 1st	OFF	OFF	32	8	4	4	4
Employee58	GPAB - 2nd	GPAB - 2nd	OFF	OFF	GPAB - 2nd	GPAB - 2nd	GPAB - 2nd	40	8	5	5	5
Employee59	OFF	OFF	GPAB - 2nd	GPAB - 2nd	ARP - 2nd	ARP - 2nd	ARP - 2nd	40	8	5	5	5
Employee60	GPAB - 3rd	GPAB - 3rd	GPAB - 3rd	GPAB - 3rd	OFF	OFF	GPAB - 3rd	40	8	5	5	5
Employee61	ARP - 1st	ARP - 1st	OFF	OFF	ARP - 1st	ARP - 1st	ARP - 1st	40	8	5	5	5
Employee62	OFF	OFF	ARP - 1st	ARP - 1st	ARP - 1st	ARP - 1st	ARP - 1st	40	8	5	5	5
Employee63	ARP - 1st	ARP - 1st	ARP - 1st	ARP - 1st	OFF	OFF	OFF	32	8	4	4	4
Employee64	ARP - 2nd	ARP - 2nd	ARP - 2nd	ARP - 2nd	OFF	OFF	ARP - 2nd	40	8	5	5	5
Employee65	ARP - 2nd	ARP - 2nd	ARP - 2nd	ARP - 2nd	ARP - 2nd	OFF	OFF	40	8	5	5	5
Employee66	SAMPITF - 2nd	SAMPITF - 2nd	OFF	OFF	OFF	ARP - 2nd	SAMPITF - 2nd	32	8	4	4	4
Employee67	OFF	OFF	SAMPITF - 2nd	SAMPITF - 2nd	SAMPITF - 2nd	SAMPITF - 2nd	OFF	32	8	4	4	4
Employee68	ARP - 3rd	ARP - 3rd	ARP - 3rd	OFF	OFF	ARP - 3rd	ARP - 3rd	40	8	5	5	5
Employee69	ARP - 3rd	OFF	OFF	ARP - 3rd	ARP - 3rd	ARP - 3rd	ARP - 3rd	40	8	5	5	5
Employee70	OFF	ARP - 3rd	ARP - 3rd	ARP - 3rd	ARP - 3rd	OFF	OFF	32	8	4	4	4
Employee71	VD - 1st	VD - 1st	VD - 1st	VD - 1st	VD - 1st	OFF	OFF	40	8	5	5	5
Employee72	OFF	OFF	VD - 1st	VD - 1st	VD - 1st	VD - 1st	VD - 1st	40	8	5	5	5
Employee73	OFF	VD - 1st	VD - 1st	VD - 1st	VD - 1st	VD - 1st	OFF	40	8	5	5	5
Employee74	VD - 1st	VD - 1st	OFF	OFF	VD - 1st	VD - 1st	VD - 1st	40	8	5	5	5
Employee75	VD - 1st	VD - 1st	VD - 1st	VD - 1st	OFF	OFF	VD - 1st	40	8	5	5	5
Employee76	VD - 1st	SAMPITF - 1st	SAMPITF - 1st	OFF	OFF	VD - 1st	VD - 1st	40	8	5	5	5
Employee77	SAMPITF - 1st	OFF	OFF	SAMPITF - 1st	SAMPITF - 1st	SAMPITF - 1st	SAMPITF - 1st	40	8	5	5	5
Employee78	SAMPITF - 3rd	SAMPITF - 3rd	OFF	OFF	SAMPITF - 3rd	SAMPITF - 3rd	SAMPITF - 3rd	40	8	5	5	5
Employee79	OFF	OFF	SAMPITF - 3rd	SAMPITF - 3rd	GPC - 3rd	GPC - 3rd	GPC - 3rd	40	8	5	5	5
Employee80	GPC - 3rd	GPC - 3rd	GPC - 3rd	GPC - 3rd	OFF	OFF	OFF	32	8	4	4	4
Employee81	GPC - 1st	GPC - 1st	OFF	OFF	GPC - 1st	GPC - 1st	GPC - 1st	40	8	5	5	5
Employee82	OFF	OFF	GPC - 1st	GPC - 1st	INSPT - 1st	INSPT - 1st	INSPT - 1st	40	8	5	5	5
Employee83	GPC - 2nd	GPC - 2nd	OFF	OFF	GPC - 2nd	GPC - 2nd	GPC - 2nd	40	8	5	5	5
Employee84	OFF	OFF	GPC - 2nd	GPC - 2nd	INSPT - 2nd	INSPT - 2nd	INSPT - 2nd	40	8	5	5	5
Employee85	INSPT - 1st	INSPT - 1st	INSPT - 1st	INSPT - 1st	OFF	OFF	OFF	32	8	4	4	4
Employee86	INSPT - 2nd	INSPT - 2nd	INSPT - 2nd	INSPT - 2nd	OFF	OFF	OFF	32	8	4	4	4
Employee87	INSPT - 1st	OFF	OFF	INSPT - 1st	INSPT - 1st	INSPT - 1st	INSPT - 1st	40	8	5	5	5
Employee88	INSPT - 2nd	OFF	OFF	INSPT - 2nd	INSPT - 2nd	INSPT - 2nd	INSPT - 2nd	40	8	5	5	5
Employee89	OFF	INSPT - 1st	INSPT - 1st	ALTP - 1st	ALTP - 1st	OFF	OFF	32	8	4	4	4
Employee90	OFF	INSPT - 2nd	INSPT - 2nd	ALTP - 2nd	ALTP - 2nd	OFF	OFF	32	8	4	4	4
Employee91	INSPT - 1st	INSPT - 1st	INSPT - 1st	OFF	OFF	INSPT - 1st	INSPT - 1st	40	8	5	5	5
Employee92	ALTP - 1st	ALTP - 1st	OFF	OFF	ALTP - 1st	ALTP - 1st	ALTP - 1st	40	8	5	5	5
Employee93	OFF	OFF	ALTP - 1st	ALTP - 1st	AL - 1st	AL - 1st	AL - 1st	40	8	5	5	5
Employee94	ALTP - 2nd	ALTP - 2nd	ALTP - 2nd	OFF	OFF	ALTP - 2nd	ALTP - 2nd	40	8	5	5	5
Employee95	OFF	OFF	ALTP - 2nd	ALTP - 2nd	ALTP - 2nd	ALTP - 2nd	ALTP - 2nd	40	8	5	5	5

Employee96	ALTP - 2nd	ALTP - 2nd	OFF	OFF	AL - 2nd	AL - 2nd	AL - 2nd	40	8	5	5	5
Employee97	ALTP - 3rd	ALTP - 3rd	OFF	OFF	ALTP - 3rd	ALTP - 3rd	ALTP - 3rd	40	8	5	5	5
Employee98	OFF	OFF	ALTP - 3rd	ALTP - 3rd	ALTP - 3rd	ALTP - 3rd	ALTP - 3rd	40	8	5	5	5
Employee99	ALTP - 3rd	ALTP - 3rd	ALTP - 3rd	ALTP - 3rd	OFF	OFF	OFF	32	8	4	4	4
Employee100	AL - 1st	AL - 1st	AL - 1st	AL - 1st	OFF	OFF	OFF	32	8	4	4	4
Employee101	AL - 2nd	AL - 2nd	AL - 2nd	AL - 2nd	OFF	OFF	OFF	32	8	4	4	4
Employee102	OFF	OFF	OFF	AL - 3rd	AL - 3rd	AL - 3rd	AL - 3rd	32	8	4	4	4
Employee103	AL - 3rd	AL - 3rd	AL - 3rd	OFF	OFF	OFF	OFF	24	8	3	3	3
Employee104	SUP - 1st	SUP - 1st	OFF	OFF	SUP - 1st	SUP - 1st	SUP - 1st	40	8	5	5	5
Employee105	SUP - 1st	SUP - 1st	SUP - 1st	SUP - 1st	OFF	OFF	OFF	32	8	4	4	4
Employee106	OFF	OFF	SUP - 1st	SUP - 1st	SUP - 1st	SUP - 1st	SUP - 1st	40	8	5	5	5
Employee107	SUP - 2nd	SUP - 2nd	SUP - 2nd	OFF	OFF	SUP - 2nd	SUP - 2nd	40	8	5	5	5
Employee108	SUP - 2nd	OFF	OFF	SUP - 2nd	SUP - 2nd	SUP - 2nd	SUP - 2nd	40	8	5	5	5
Employee109	OFF	SUP - 2nd	SUP - 2nd	SUP - 2nd	SUP - 2nd	OFF	OFF	32	8	4	4	4
Employee110	SUP - 3rd	SUP - 3rd	SUP - 3rd	OFF	OFF	SUP - 3rd	SUP - 3rd	40	8	5	5	5
Employee111	SUP - 3rd	OFF	OFF	SUP - 3rd	SUP - 3rd	SUP - 3rd	SUP - 3rd	40	8	5	5	5
Employee112	OFF	SUP - 3rd	SUP - 3rd	SUP - 3rd	SUP - 3rd	OFF	OFF	32	8	4	4	4
Employee113	IMAS1 - 1st	IMAS1 - 1st	OFF	OFF	OFF	IMAS1 - 1st	IMAS1 - 1st	34	8.5	4	4	4
Employee114	OFF	OFF	IMAS1 - 1st	IMAS1 - 1st	IMAS1 - 1st	IMAS1 - 1st	OFF	34	8.5	4	4	4
Employee115	IMAS1 - 1st	IMAS1 - 1st	IMAS1 - 1st	IMAS1 - 1st	OFF	OFF	OFF	34	8.5	4	4	4
Employee116	IMAS1 - 1st	OFF	OFF	OFF	IMAS1 - 1st	IMAS1 - 1st	IMAS1 - 1st	34	8.5	4	4	4
Employee117	OFF	IMAS1 - 1st	IMAS1 - 1st	IMAS1 - 1st	IMAS1 - 1st	OFF	OFF	34	8.5	4	4	4
Employee118	IMAS4 - 1st	IMAS4 - 1st	OFF	OFF	OFF	OFF	IMAS1 - 1st	29.5	10.5	2.80952	3	3
Employee119	IMAS1 - 1st	IMAS1 - 1st	IMAS1 - 1st	IMAS1 - 1st	OFF	OFF	OFF	34	8.5	4	4	4
Employee120	OFF	OFF	OFF	IMAS4 - 1st	IMAS1 - 1st	IMAS1 - 1st	IMAS1 - 1st	36	10.5	3.42857	4	4
Employee121	OFF	OFF	OFF	OFF	IMAS4 - 1st	IMAS4 - 1st	IMAS4 - 1st	31.5	10.5	3	3	3
Employee122	IMAS4 - 1st	IMAS4 - 1st	IMAS4 - 1st	OFF	OFF	OFF	OFF	31.5	10.5	3	3	3
Employee123	OFF	OFF	OFF	IMAS4 - 1st	IMAS4 - 1st	IMAS4 - 1st	OFF	31.5	10.5	3	3	3
Employee124	IMAS4 - 1st	OFF	OFF	OFF	OFF	IMAS4 - 1st	IMAS4 - 1st	31.5	10.5	3	3	3
Employee125	OFF	IMAS4 - 1st	IMAS4 - 1st	IMAS4 - 1st	OFF	OFF	OFF	31.5	10.5	3	3	3
Employee126	OFF	OFF	OFF	OFF	IMAS4 - 1st	IMAS4 - 1st	IMAS4 - 1st	31.5	10.5	3	3	3
Employee127	IMAS1 - 2nd	IMAS1 - 2nd	OFF	OFF	IMAS1 - 2nd	IMAS1 - 2nd	IMAS1 - 2nd	40	8	5	5	5
Employee128	OFF	OFF	IMAS1 - 2nd	IMAS1 - 2nd	IMAS1 - 2nd	IMAS1 - 2nd	IMAS1 - 2nd	40	8	5	5	5
Employee129	IMAS1 - 2nd	IMAS1 - 2nd	IMAS1 - 2nd	IMAS1 - 2nd	OFF	OFF	IMAS1 - 2nd	40	8	5	5	5
Employee130	OFF	IMAS1 - 2nd	IMAS1 - 2nd	IMAS1 - 2nd	IMAS1 - 2nd	IMAS1 - 2nd	OFF	40	8	5	5	5
Employee131	IMAS1 - 2nd	OFF	OFF	OFF	IMAS1 - 2nd	IMAS1 - 2nd	IMAS1 - 2nd	32	8	4	4	4
Employee132	IMAS1 - 2nd	IMAS1 - 2nd	IMAS1 - 2nd	IMAS1 - 2nd	OFF	OFF	OFF	32	8	4	4	4
Employee133	IMAS4 - 1st	OFF	OFF	OFF	OFF	IMAS4 - 1st	IMAS4 - 1st	31.5	10.5	3	3	3
Employee134	OFF	IMAS4 - 1st	IMAS4 - 1st	OFF	OFF	OFF	OFF	21	10.5	2	2	2
Employee135	OFF	OFF	OFF	IMAS4 - 1st	IMAS4 - 1st	OFF	OFF	21	10.5	2	2	2
Employee136	IMAS4 - 2nd	IMAS4 - 2nd	IMAS4 - 2nd	OFF	OFF	OFF	OFF	30	10	3	3	3
Employee137	OFF	OFF	OFF	IMAS4 - 2nd	IMAS4 - 2nd	IMAS4 - 2nd	IMAS4 - 2nd	40	10	4	4	4
Employee138	IMAS4 - 2nd	OFF	OFF	OFF	IMAS4 - 2nd	IMAS4 - 2nd	IMAS4 - 2nd	40	10	4	4	4
Employee139	OFF	IMAS4 - 2nd	IMAS4 - 2nd	IMAS4 - 2nd	OFF	OFF	OFF	30	10	3	3	3
Employee140	IMAS4 - 2nd	IMAS4 - 2nd	OFF	OFF	OFF	IMAS4 - 2nd	IMAS4 - 2nd	40	10	4	4	4
Employee141	OFF	OFF	IMAS4 - 2nd	IMAS4 - 2nd	IMAS4 - 2nd	OFF	OFF	30	10	3	3	3
Employee142	OFF	OFF	OFF	IMAS4 - 2nd	IMAS4 - 2nd	IMAS4 - 2nd	IMAS4 - 2nd	40	10	4	4	4
Employee143	IMAS4 - 2nd	IMAS4 - 2nd	IMAS4 - 2nd	OFF	OFF	OFF	OFF	30	10	3	3	3
Employee144	INSPT - 3rd	INSPT - 3rd	OFF	OFF	INSPT - 3rd	INSPT - 3rd	INSPT - 3rd	40	8	5	5	5

Employee145	OFF	OFF	INSPT - 3rd	INSPT - 3rd	INSPT - 3rd	INSPT - 3rd	INSPT - 3rd	40	8	5	5	5
Employee146	INSPT - 3rd	INSPT - 3rd	INSPT - 3rd	INSPT - 3rd	OFF	OFF	OFF	32	8	4	4	4
								Total Hours	5286			

GENERAL CONDITIONS

1. SCOPE OF WORK:

This Contract will be to furnish all labor, supervision, equipment, tools, materials, supplies, uniforms, fuel, vehicles and all other items necessary or proper for, or incidental to, providing security area monitoring including, but not limited to, access control, vehicle search services, and garage patrol services at multiple locations located throughout the Orlando International Airport ("OIA") in accordance with the Contract Documents and pursuant to the Authority's Standard Operating Procedures (SOPs) and the Code of Federal Regulations (CFR) Title 49 Part 1500 series as amended. The Proposer awarded the Contract will be obligated to perform the services twenty-four hours per day, seven days per week, 365 days per year/366 days per leap year (Authority reserves the right to increase or decrease coverage at any time during the Contract). All work shall be performed in accordance with the Specifications attached hereto.

2. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES:

- 2.1 The Authority shall pay the Contractor the appropriate Hourly Rates as set forth on Page PF-10 for actual hours performed for Normal Staffing Requirements for Security Area Monitor (SAM) Services by the Contractor in each of the job categories listed during each of the two (2) years of the initial term of the Contract.
- 2.2 The Contractor shall submit a copy of its monthly invoice reflecting Hourly Rates for actual hours of SAM Services performed in each job category in the preceding month, accompanied by such supporting original payroll documentation and other backup material as the Authority may reasonably require. The Contractor shall submit invoices by the tenth (10th) day of each month following a month in which services were performed under the Contract.
- 2.3 The Authority shall pay the Contractor the appropriate Hourly Rates as set forth on Page PF-10 for actual hours of Additional Staffing Requirements for SAM Services performed by the Contractor in each of the job categories listed for each of the two (2) years of the initial term of the Contract.
- 2.4 The Contractor shall invoice the Authority by the tenth day of each month following a month in which approved Additional Staffing Requirements are performed by Contractor during such prior month. The Contractor's invoice shall generally describe the services rendered, date rendered, and shall contain such other information and be accompanied by such supporting original payroll documentation and other backup materials as the Authority shall reasonably require.
- 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 item or items that are unsatisfactory to the Authority, and if the Contractor has not performed such item or items of SAM Services to the Authority's satisfaction within ten (10) calendar days after Authority's notice, the Authority, in addition to all other rights provided to the Authority under this Contract or by law or equity, may delete a reasonable amount of

GENERAL CONDITIONS (Continued)

compensation for such item or items from Contractor's invoice and shall have no obligation to pay the Contractor for such item or items or security services.

- 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. **Invoices may be sent electronically to accounts payable goaa-ap@goaa.org**

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

GENERAL CONDITIONS (Continued)

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:

5.1 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.

GENERAL CONDITIONS (Continued)

- 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/Vertikal 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/Vertikal for insurance certificates and related matters such as expired certificates. An introductory letter will be sent regarding CertFocus/Vertikal instructing

GENERAL CONDITIONS (Continued)

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/Vertikal as directed in the introductory letter as well as any further instructions they may receive from CertFocus/Vertikal.

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.

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

GENERAL CONDITIONS (Continued)

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.

- 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 **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 6.2 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.

GENERAL CONDITIONS (Continued)

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

- 6.1 Prior to Authority's execution of the Contract and within ten (10) calendar 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 One Hundred Seventy Five Thousand Dollars (\$2,175,000.00)**.
- 6.2 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 One Hundred Seventy Five Thousand Dollars (\$2,175,000.00)** 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 its 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.
- 6.4 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 Proposal 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

GENERAL CONDITIONS (Continued)

(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

GENERAL CONDITIONS (Continued)

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 Proposal Bonds 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 Proposals 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 Best's Insurance Reports 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.

GENERAL CONDITIONS (Continued)

- 6.8 Liability Insurance Companies 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 Best's Insurance Reports.
- 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 Letters of Credit 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.
- 6.11 Liability Insurance Companies furnishing insurance coverages required by these General Conditions shall (a) be approved to issue insurance policies 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 A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at a "A-" Financial Rating and a Financial Size Category of "Class VIII" or higher than the Authority's Chief Executive Officer may waive the requirement for the insurer to be approved by the State of Florida.

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 Proposal. 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.

GENERAL CONDITIONS (Continued)

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 Contractor, but whether or not Contractor shall have remedied any such failure); or

GENERAL CONDITIONS (Continued)

- 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.

GENERAL CONDITIONS (Continued)

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 Proposal. 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

GENERAL CONDITIONS (Continued)

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. NONDISCRIMINATION:

13.1 During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:

13.1.1 **Compliance with Regulations.** The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (herein after referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

13.1.2 **Nondiscrimination.** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

13.1.3 **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive proposing or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

13.1.4 **Information and Reports.** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the Authority or the Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

GENERAL CONDITIONS (Continued)

13.1.5 **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such Contract Sanctions as it or the FAA may determine to be appropriate, including but not limited to:

13.1.5.1 Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or

13.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

13.1.6 **Incorporation of Provisions.** The Contractor shall include the provisions of subsections 13.1.1 through 13.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Authority to enter into such litigation to protect the interest of the Authority and, in addition, the Contractor may request the United States to enter into such 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. 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 Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the 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.

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,

GENERAL CONDITIONS (Continued)

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 Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the 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 Proposal Forms, the Instructions to Proposers, the Request for Proposals, all Addenda issued prior to execution of this

GENERAL CONDITIONS (Continued)

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 Proposal Forms, (v) the Instructions to Proposers, (vi) the Specifications, and (vii) the Request.

- 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.

GENERAL CONDITIONS (Continued)

- 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

GENERAL CONDITIONS (Continued)

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

GENERAL CONDITIONS (Continued)

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

GENERAL CONDITIONS (Continued)

or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.

- 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 Proposal 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 sub-consultants who have a legitimate need to know such information and who are under a similar obligation of confidentiality. The Contractor shall seek the 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

GENERAL CONDITIONS (Continued)

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 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,

GENERAL CONDITIONS (Continued)

upon termination of the Contract, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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
SECURITY AREA MONITOR SERVICES**

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SPECIFICATION

PART ONE - GENERAL

1.1 SCOPE OF WORK:

- 1.1.1 The Contractor shall provide all labor, supervision, equipment, tools, materials, supplies, uniforms, fuel, vehicles and all other items necessary or proper for, or incidental to, providing security area monitoring including, but not limited to, access control, vehicle search services, and foot/vehicle patrol services at multiple locations located throughout the Orlando International Airport ("OIA") in accordance with the Contract Documents and pursuant to the Authority's Standard Operating Procedures (SOPs)/Post Orders and the Code of Federal Regulations (CFR) Title 49 Part 1500 series as amended, and this Specification.
- 1.1.2 The Contractor will be obligated to perform the services twenty four hours per day, seven days per week, 365 days per year/366 days per leap year (Authority reserves the right to increase or decrease coverage at any time during the Contract).

1.2 REGULATIONS:

- 1.2.1 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, including but not limited to the Authority's Standard Operating Procedures (SOP)/Post Orders and the CFR Title 49 Part 1500 series as amended,
- 1.2.2 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.
- 1.2.3 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.
- 1.2.4 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.

1.3 WORK HOURS:

- 1.3.1 Normal Staffing Requirements (as defined in Section 2.3.1) shall be provided by the number of staff for such hours and for such days as set forth in Section 2.3.1. Contractor shall not exceed the staffing, hours/day or days/week requirements described in Section 2.3.1 without advance, written approval from the AAR.

SPECIFICATION (Continued)

- 1.3.2 Additional Staffing Requirements (as defined in Section 2.3.2) shall be provided on an "as needed basis" as requested by the AAR.
- 1.3.3 In the event an emergency condition is declared by the Authority's Chief Executive Officer, or the Director of Security or their respective designees, the Contractor will perform work during such hours as specified by the Authority.

1.4 CONTRACTOR'S PERSONNEL:

- 1.4.1 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.
- 1.4.2 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.
- 1.4.3 Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Contractor will have someone in attendance at all times who can communicate instructions to said employee.
- 1.4.4 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.
- 1.4.5 Contractor shall transfer promptly from the airport any employee or employees that the AAR 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.
- 1.4.6 The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at Orlando International Airport. The Contractor shall be responsible for ensuring that all 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.
- 1.4.7 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

SPECIFICATION (Continued)

business name and/or logo prominently displayed on both front doors of such vehicle.

- 1.4.8 While working on airport property all Contractor's employees shall wear neat-appearing uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA and approved by the AAR.
- 1.4.9 The Contractor shall ensure that all of its personnel are in good general health and meet the minimum physical requirements listed in Attachment "1" and do not have any physical condition which would interfere with the performance of normal security area monitoring duties.
- 1.4.10 The Contractor hereby certifies it will utilize the U.S. Department of Homeland Security's Employment Eligibility Verification System, in accordance with the terms governing the use of the system, to confirm the employment eligibility of persons employed by the Contractor, during the term of the Contract, to perform employment duties within Florida. The Contractor specifically represents that it will not discontinue use of the System until the Contract with the Authority has reached Final Completion and all contractual obligations have been fulfilled. The Contractor further certifies that it will include this provision in each Subcontract that involves work for the Authority.
- 1.4.11 The Contractor shall not allow an employee to work in excess of twelve (12) hours in any twenty-four (24) hour period or more than sixty (60) hours in a seven (7) day work week (Sunday—Saturday) without the written consent of the AAR. The Contractor shall provide a monthly report of all hours worked by each employee to Authority not later than the tenth working day of the following month. Each employee shall have a minimum of twenty-four (24) consecutive hours off each week. Employees shall not remain or loiter around any work place area once their assigned shifts have been completed.
- 1.4.12 The Contractor shall report to the AAR any possible theft, fraudulent activity or vandalism by employee(s) or subcontractor(s) or any allegations of employee(s) or subcontractor(s) dishonesty within twenty-four (24) hours.
- 1.4.13 The use of short-term temporary personnel to perform the work will not be permitted, except as authorized by the Authority on a case-by-case basis in situations of employee illness or disability, or unusually high traffic flow. This prohibition shall extend to the use of any temporary help or placement agencies.
- 1.4.14 Contractor shall select and hire only persons who are qualified to perform the job duties for which they are hire. The individuals shall be courteous and capable of acting in the utmost professional manner when interacting with customers and the public.
- 1.4.15 Contractor shall be responsible for the conduct, demeanor and appearance of the employees performing Security Monitoring Services while on or about the Security Monitoring Service operations and while acting in the course and scope of employment.

SPECIFICATION (Continued)

1.5 IDENTIFICATION AND ACCESS REQUIREMENT:

- 1.5.1 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 1.5.7 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:
- 1.5.1.1 Each employee must provide a ten (10) year work history.
 - 1.5.1.2 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).
 - 1.5.1.3 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.
- 1.5.2 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.
- 1.5.3 The Authority will issue, for a fee, as stated below in Sections 1.5.4 and 1.5.5, 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

SPECIFICATION (Continued)

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.

1.5.4 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

1.5.5 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.

1.5.6 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.

1.5.7 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 Employees. Before submitting a badge application for an employee provided on this Contract by a temporary employment agency, Contractor or the temporary employment agency must submit to the 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.

SPECIFICATION (Continued)

- 1.5.8 The U.S. Customs and Border Protection Patrol require a badge for the purposes of performing duties under the Contract is a hologram badge. The Contractor will comply with all U.S. Customs Service requirements in order to obtain and maintain a hologram to be affixed on the Authority badge. Currently a bond must be posted with U.S. Customs and Border Protection Patrol before any holograms are issued. Contractor should verify bond cost with U.S. Customs and Border Protection. The bond amount could change if the Contractor commits U.S. Customs and Border Protection violations or if the U.S. Customs and Border Protection changes its rules or procedures.
- 1.5.9 Post a continuous CF 301 Bond (Type 1 or 2) or an Airport Security Bond. The bond is obtained from an authorized surety company as referenced in 19CFR113.37. The face value of the bond depends upon how many employees will require access to the Customs security areas.
- | | | |
|---------|-------------------|--------------|
| 1.5.9.1 | Less than 15 | \$25,000.00 |
| 1.5.9.2 | Between 15 and 25 | \$50,000.00 |
| 1.5.9.3 | More than 25 | \$100,000.00 |
- 1.5.10 The CF 301 Bond can be designated as an import/broker bond, warehouse bond, international carrier bond, or a non-specific Airport Security Bond.
- 1.5.11 The Contractor must have a sufficient number of management staff as well as maintenance technicians, (as permitted by local U.S. Customs and Border Patrol officials) badged with Federal Inspection Station (FIS) (US Customs and Border Patrol) credentials, to ensure adequate staff on all shifts are capable of responding to FIS calls without escort.

1.6 ITEMS PROVIDED BY THE AUTHORITY

- 1.6.1 The Authority will provide employee parking at the designated Employee Parking Lot at no cost to the Contractor or its employees while performing the work specified herein.
- 1.6.2 The Authority will provide the Contractor, at the Authority's sole cost and expense, with Motorola portable radios.
- 1.6.3 The Authority will provide storage and charging space for the Contractor's three (3) electric stand-up three-wheel vehicles. This storage space is for electric vehicle's storage, charging, and associated equipment only.

1.7 ON-SITE COMMUNICATIONS:

The Contractor shall provide, at its sole cost (including any and all maintenance costs), a sufficient number cell phones to be used by the Contractor's management and supervisory staff for communications with Airport staff.

1.8 VEHICLES, EQUIPMENT AND SUPPLIES REQUIRED BY CONTRACTOR:

- 1.8.1 Contractor shall provide a minimum of six (6), Contractor owned or leased vehicles, each capable of transporting five adults, to be on site at the airport

SPECIFICATION (Continued)

at all times for Contractor's operational use. Vehicles shall be equipped with emergency lighting equipment, to include spotlight and roof mounted amber-colored lights. Contractor's company name shall be prominently displayed on both sides of vehicles. Vehicles shall not display markings indicating "Airport Security" or other markings which could imply that Contractor is directly employed by Authority. Annual vehicle mileage is estimated at 50,000 each.

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

1.8.3 Contractor shall provide three (3), Contractor owned or leased, electric stand-up three wheel vehicles. Vehicles shall be on site at all times for Contractor's operational use 24 hours per day, 7 days per week. These Vehicles shall be equipped with emergency lighting equipment and include a battery backup for each vehicle. Contractor's company name shall be prominently displayed on both sides of the vehicles. Vehicles shall not display markings indicating "Airport Security" or other markings which could imply that Contractor is directly employed by the Authority. Annual vehicle mileage is estimated at 20,000 each.

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

1.8.4.1 Vehicle search mirrors and flashlights for each vehicle post.

1.8.4.2 Rain gear to be used during raining conditions.

1.8.4.3 Reflective vests for low visibility conditions and nighttime usage.

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

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

1.8.5.1 No Firearms.

1.8.5.2 Televisions are not permitted in any security posts at any time.

1.8.5.3 No "boom boxes" or audio headsets are allowed. A small radio may be allowed if the Contractor makes a written request to the AAR.

1.8.5.4 Food supplies may only be items that will be consumed during any particular shift; storage is not allowed. Items of a "sweet" nature, i.e. candies/cookies, must be in small quantities to avoid attracting ants and other insects.

SPECIFICATION (Continued)

1.8.5.5 Feeding of birds or other animals is strictly prohibited at any security post.

1.8.5.6 Fishing in ponds or canals is strictly prohibited.

1.9 UNIFORMS:

1.9.1 While working on airport property, all Contractor's employees shall wear neat-appearing uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA. Uniforms must present a professional appearance and be functional for physical job requirements. The uniforms shall be clean and fresh, fit properly, and be in good condition at all times.

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

1.9.3 All of the Contractor's employees shall wear their uniforms at all times while on duty. Uniforms may be worn to and from work but should not be worn at any other time. Any Contractor employee(s) (supervisory or non-supervisory) working under this Contract and not wearing a uniform which complies with the provisions of this Section shall immediately be suspended from further duties hereunder until such time as the employee returns wearing the proper uniform. The Contractor will immediately provide a replacement Monitor at no additional cost to the Authority.

1.10 BREAKS:

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

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

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

PART TWO - PERSONNEL

2.1. GENERAL:

2.1.1. The Contractor shall ensure that there are a sufficient number of qualified personnel available on-site at all times in accordance with the approved Monthly Staffing Schedule. The Monthly Staffing Schedule is to be provided to the AAR at least one (1) week prior to the applicable month.

SPECIFICATION (Continued)

- 2.1.2. The Contractor shall notify the AAR as soon as possible if a vacancy in the staffing plan occurs and shall provide the AAR with the Contractor's plan and time table to refill such vacancy.
- 2.1.3. Upon request, a copy of the staffing schedule, time sheets, and or employee time cards shall be provided to the AAR or other Authority representatives who may have need of this information.

2.2. KEY PERSONNEL:

Contractor will provide staff for the performance of the Scope of Work per the following requirements:

- 2.2.1. The AAR will require the On-Site Manager and On-Site Assistant Manager to provide State of Florida Class "MB" Licenses and resumes indicating their experience knowledge and ability to perform the requirements of their positions. The Authority reserves the right to deny any employee selected for any position at any time.
- 2.2.2. The number one responsibility of all management, supervisors, support personnel and front line personnel is safety of the public, and employees while supervising and providing Security Area Monitoring services.
- 2.2.3. The Authority reserves the right to approve or disapprove a Contractor employee's qualifications to serve in contracted positions. The Authority reserves the right to require adjustment or replacement of any Contractor position or personnel at any time at the sole discretion of the AAR.
- 2.2.4. The Contractor must advise the AAR in writing within twenty-four (24) hours of receipt of a notice of resignation or the termination of personnel in the positions of the On-Site Manager, Assistant Manager, Trainer, or Supervisors.
- 2.2.5. Upon request, a copy of the staffing schedule, time sheets, and/or employee time cards shall be provided to the AAR or other Authority representatives who may have need of this information.

2.2.6. Security Area Monitors (Monitors)

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

- 2.2.6.1. be 18 years of age and have a high school diploma or graduate equivalent diploma;
- 2.2.6.2. be able to read, write, and speak the English language;
- 2.2.6.3. meet the minimum physical requirements listed in Attachment "1";
- 2.2.6.4. pass the Authority-provided training and testing; and

SPECIFICATION (Continued)

2.2.6.5. must have a State of Florida Class "D" Security Officer License.

2.2.7. Supervisors:

The Contractor shall designate Supervisors to provide the supervision of the Security Area Monitor Services, under the direction of the On-Site Manager and the On-Site Assistant Manager. Two (2) Supervisors shall be on duty at all times and be vested with sufficient authority to act as the Contractor's representative and shall be the first point of contact for operational needs. The Supervisors shall ensure professional decorum is observed and all Contractor personnel follow approved procedures. The Supervisors shall review the Monitors' reports and are also responsible for ensuring that the necessary notifications of incidents are performed during their tours of duty. All Supervisors shall meet the following minimum qualifications:

2.2.7.1. all the minimum requirements for Monitors, as listed in Section 2.2.6;

2.2.7.2. have at least two (2) years of supervisory experience in security, military or law enforcement operations or any equivalent combination of education, training and experience that provides the requisite knowledge, skills and abilities to supervise a security activity; and

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

2.2.8. Administrative Staff:

2.2.8.1. The Contractor shall provide a minimum of one (1) full time Administrator, who shall be locally based, exclusive to this Contract, and work five (5) days per week, eight (8) hours per day to support the administrative requirements for the Security Area Monitor Services.

2.2.8.2. The Administrative Staff shall devote their time exclusively to providing administrative support to the On-Site Manager and the On-Site Assistant Manager for the work performed for this Contract. Administrative 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.

2.2.9. Trainer:

2.2.9.1. The Trainer shall be responsible: (i) to establish a complete training program which includes initial certifications as a Monitor and any airport specific contract requirements; and (ii) ensure all proper training records are maintained and readily available upon request by the AAR.

SPECIFICATION (Continued)

2.2.9.2. The Contractor shall provide a minimum of one (1) full time Trainer who shall be locally based and exclusive to this Contract.

2.2.9.3. The Trainer shall meet the following minimum requirements:

2.2.9.3.1 All the minimum requirements of a Monitor, as listed in Section 2.2.6.

2.2.9.3.2 Have at least two (2) years of training experience in security, military or law enforcement operations or any equivalent combination of education, training and experience that provides requisite knowledge, skills and abilities to train a Monitor.

2.2.9.3.3 Possess a valid Florida driver's license and complete the airport provided drivers training program before assuming duty as a trainer.

2.2.9.3.4 Possess excellent written and verbal communications skills.

2.2.9.3.5 Responsible for all the required security training and recordkeeping of such training as outlined in Section 1.12, Pages S-11 and S-12.

2.2.10. Assistant Manager

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

2.2.10.1. The On-Site Assistant Manager may vary his/her work hours to assist in providing overall supervision of the security force; however, the chargeable hours for this position shall not exceed the authorized daily staffing level listed in Section 2.3.1. The On-Site Assistant Manager shall meet the following minimum qualifications:

2.2.10.2. all the minimum requirements for Supervisors, as listed in Section 2.2.7;

2.2.10.3. have at least three (3) years of supervisory experience in security, military or law enforcement operations;

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

SPECIFICATION (Continued)

- 2.2.10.5. possess excellent written and verbal communications skills;
- 2.2.10.6. act as the designee and to assist with all other duties in absence of the On-Site Manager; and
- 2.2.10.7. must have the State of Florida Class "MB" Security Agency Manager License.

2.2.11. On-Site Manager

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

- 2.2.11.1. The On-Site Manager may vary his/her work hours to provide for overall supervision of the security force; however, the chargeable hours for this position shall not exceed the authorized daily staffing level listed in the authorized personnel table, Section 2.3.1. All instructions and notices given by the Authority to such On-Site Manager shall be as binding as if given to the Contractor, and all statements made by such On-Site Manager shall be as binding as if made by the Contractor.
- 2.2.11.2. The On-Site Manager shall attend coordination meetings, scheduled from time to time by the Authority, to review the Contractor's compliance with the Authority's Standard Operating Procedures (SOPs)/Post Orders and when follow-up action, if any, is required to correct identified deficiencies in Contractor's performance.
- 2.2.11.3. The Contractor shall advise the Authority in writing of the name and qualifications of its intended On-Site Manager, at least two (2) weeks before hiring any substitute or replacement of the proposed or existing On-Site Manager. The Authority shall have the right, in its sole discretion, to approve or reject any new On-Site Manager selected by Contractor. The On-Site Manager shall meet the following minimum qualifications:
 - 2.2.11.4. all the minimum requirements for Assistant Manager, as listed in Section 2.2.10;
 - 2.2.11.5. have three (3) years of security management experience, i.e. law enforcement, military or security professions, security supervisory experience required;
 - 2.2.11.6. Bachelor's degree in security administration, public administration or related field or any equivalent combination of education, training

SPECIFICATION (Continued)

and experience that provides the requisite knowledge, skills and abilities to manage a security activity.

2.2.11.7. be available for emergency response 24 hours per day, seven days per week; and

2.2.11.8. must currently have a State of Florida Class "MB" Security Agency Manager License.

2.3 SECURITY SERVICES PERSONNEL REQUIREMENTS:

The Contractor is responsible for providing the Authority with the following personnel:

2.3.1 Normal Staffing Requirements:

Post	Staff	Hours/Day	Days/Week	Annual Hours
Checkpoint Alpha	1	24	7	8,760
Checkpoint Bravo	3	24	7	26,280
Checkpoint Charlie	3	24	7	26,280
	1	16	7	5,840
Employee Parking	1	24	7	8,760
Valet Parking	1	24	7	8,760
Breaker	2	24	7	17,520
Annex Front Desk	1	10	5	2,600
Garage Patrol (A & B)	1	24	7	8,760
International Mode Operations AS/1	4	16.5	7	24,090
International Mode Operations AS/4	5	20.5	7	37,412.50
Airside Ramp Patrols	2	24	7	17,520
Vendor Delivery	4	8	7	11,860
South APM/ITF	1	24	7	8,760
Garage Patrol (C)	1	24	7	8,760
Inspection Teams	2	24	7	17,520
Airside Transfer Level Patrols	2	24	7	17,520
Auxiliary Landside	1	24	7	8,760
Authority Required Initial Hire SAM Training				4,500
Supervisors	2	24	7	17,520
Administration	1	8	5	2,080
Trainer	1	8	5	2,080
Asst. Manager	1	8	5	2,080
On-Site Manager	1	8	5	2,080
Authority Required Initial Supervisor Training				500
Estimated Total Annual Hours /Year 1:				296,603
Estimated Total Annual Hours/ Year 2:				296,603

SPECIFICATION (Continued)

2.3.2 Additional Staffing Requirements:

Post	Staff	Hours/Day*	Days/Week*	Annual Hours*
Construction	8	10	48 Hours Notice 7 days/week	20,800
Additional Staffing	8	10	48 Hours Notice 7 days/week	20,800
Elevated Alert	4 4	24 16	2 Hours Response Duration of Alert	2,200
Estimated Total Annual Hours				43,000

* The hours and days set forth above are estimates, which may or may not be required by the Authority.

2.3.3 The Contractor’s total hours billed to the Authority shall not exceed the Annual Hours set forth in Section 2.3.1 for each Post for Normal Staffing Requirements without written authorization from the AAR.

2.3.4 Hours billed for Additional Staffing Requirements (as listed in Section 2.3.2) shall be approved in writing by the AAR prior to submission of invoice for payment.

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

2.3.6 Contractor shall, at a minimum, pay the following hourly rates:

2.3.6.1 Monitors

1 – 90 Days	91 – 730 Days	731 – 1,825 Days	1,826 Days - Indefinite
\$14.00 per hour	\$14.70per hour	\$15.50per hour	\$16.25per hour

The first day of Initial Hire training is considered “Day 1” for a Monitor. The AAR determines the adjusted “Day 1” for any Monitor that has a break in employment.

2.3.6.2 Supervisors

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

The first day an employee works as a Supervisor is considered “Day 1”. The AAR determines the adjusted “Day 1” for any Supervisor that has a break in employment.

SPECIFICATION (Continued)

PART THREE – EXECUTION

3.1 PERFORMANCE REQUIREMENTS:

- 3.1.1 Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract specifications, industry standards and manufacturers' specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Authority.
- 3.1.2 Contractor's personnel shall perform Work in a neat and professional manner, and in compliance with all Federal, State, and City of Orlando regulations and ANSI specs. OSHA rules and regulations shall be followed at all times.
- 3.1.3 Any work required beyond that which is specified herein shall be reported in advance to the AAR. At no time shall work beyond the scope be performed without prior written authorization from the AAR.
- 3.1.4 Contractor shall provide supervisory and management staff to meet listed minimum requirements whose duties are exclusive to this Contract. Contractor shall furnish all necessary labor, supervision, and management for performance of the services in accordance with this Specification.
- 3.1.5 Contractor shall be responsible for recruiting, employing, training, and supervising personnel to perform Security Area Monitor (SAM) Services as defined in the SOP's/Post Orders at locations indicated in Section 2.3.
- 3.1.6 The Contractor's performance is subject to examination and review by the Authority and other regulatory authorities.
- 3.1.7 The Contractor shall provide staffing on an emergency call-in basis, with a required response time of two hours or less. Emergency response billing will be for the actual time between the Monitor reporting to the assigned post and the time the Monitor is relieved of duty by Authority Security, rounded up to the nearest half-hour. Failure of Contractor to respond in person within the two hours or less will be considered a default under Section 9.1 of the General Conditions.
- 3.1.8 Contractor shall be responsible for the daily upkeep and cleanliness of the security posts. Authority will be responsible for maintenance of structure, utilities, phones, Motorola radios, and Access Control computers. Locations with private restrooms will be cleaned under a separate Authority Contract.
- 3.1.9 Contractor shall provide for overall management of the services provided under this Contract, which shall include, but not be limited to, the following obligations of the Contractor and any Subcontractor employees (except where noted):
 - 3.1.9.1 Ensure that all security personnel are trained and certified to serve as unarmed security staff.

SPECIFICATIONS (Continued)

- 3.1.9.2 Personnel shall successfully undergo an employment history investigation (as listed in Section 1.5.1), a Federal Bureau Investigation (FBI) fingerprint based Criminal History Records Check, and Security Threat Assessment (as listed in Section 1.5.3) prior to being trained and assuming duties under this Contract. Contractor shall provide a written training certification for Contractor-provided training to Authority prior to allowing individuals to work on the Contract. All such training, security badges and background checks shall be at the Contractor's expense.
- 3.1.9.3 All Personnel who perform services pursuant to this Agreement shall be able to read, write, and speak the English language. Personnel shall be able to read and understand the Authority's SOPs/Post Orders, complete required reports and report information to appropriate officials. Contractor shall ensure that all personnel are able to communicate in English by telephone and two-way radio.
- 3.1.9.4 Ensure that all personnel are able to operate the computerized access control system/card readers, including using a numerical keypad to enter pin numbers to access secure areas.
- 3.1.9.5 Ensure that all personnel are able to relate to other people in a polite, courteous and respectful manner. Customer service training shall be included in the Contractor's training program.
- 3.1.9.6 Ensure that all personnel have a general knowledge of security practices and procedures, including preventing unauthorized access to a restricted area, controlling movement of personnel and vehicles through checkpoints, requesting law enforcement support, handling emergency situations at security posts, etc., and trained in performance of the SOP's/Post Orders as required in Section 3.1.5.
- 3.1.9.7 Any trainee who has not completed the training requirements of Sections 3.1.9.1 and 3.1.9.2 may not work alone at any post or capacity without prior approval of the AAR.
- 3.1.9.8 Ensure that all personnel assigned to this Contract are approved in writing by the AAR and comply with Section 3.1.9.2.
- 3.1.9.9 Personnel shall receive Security Identification Display Areas (SIDA) badge prior to assuming duty on this Contract.
- 3.1.9.10 Ensure that all personnel are available to meet the requirements of the Security Services Personnel Schedules, Section 3.3. Monitors may be reassigned from one position to another as necessary to replace SAMs who are absent for any reason, or when requested to do so by the AAR.
- 3.1.9.11 Ensure that all personnel respond to the instructions of Authority Security and Operations personnel, police officers, and Federal Officials with appropriate jurisdiction and credentials.

SPECIFICATIONS (Continued)

- 3.1.9.12 Ensure Contractor Supervisors report damage to Authority properties or facilities occurring during their tour of duty. Supervisors shall ensure that Monitors complete a property damage incident report and notify the Authority Security Supervisor on duty immediately. Contractor shall be financially responsible for any damages that are not reported as required by employees of the Contractor or subcontractors.
- 3.1.9.13 Contractor shall be financially responsible for all Federal civil penalties assessed against Authority for security/safety violations as a result of negligent acts or omissions by employees of the Contractor or sub consultants and/or subcontractors, or for failure to follow procedures defined in SOPs/Post Orders.

3.2 AUTHORITY'S STANDARD OPERATING PROCEDURES (SOPs):

- 3.2.1 Due to the Sensitive Security Information contained in the SOPs/Post Orders, Contractor will not be issued a copy of the SOPs/ until after award of the Contract. All post job functions contained in the SOPs/Post Orders are consistent with parameters for minimum qualifications (Section 2.2), and physical requirements (Attachment "A"). Job-specific training materials and Authority-provided training will be made available to the Contractor after award of Contract. Contractor's failure to comply with all applicable regulations may be considered cause for default of Contract, civil penalties, or administrative actions.
- 3.2.2 Changes in the SOPs/Post Orders are at the sole discretion of Authority, and procedural changes shall not constitute a change of conditions for the performance of this Contract, so long as procedural changes do not exceed stated minimum qualifications listed in Section 2.2, and physical requirements listed in Attachment A, and any additional duties common to the security industry.

3.3 STAFFING PLAN:

- 3.3.1 The proposed Staffing Plan 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.

3.4 TRANSITION PLAN

Contractor shall submit a Transition Plan describing how it plans to staff and start operations as described in Section 2.1 of Part Two, and bring about a smooth transition of the work. The plan shall consist of a schedule that addresses how Contractor will handle the problems which Contractor anticipates will be encountered to begin operations under this Contract and shall include the time periods needed for the hiring and training of employees, planned interface with Authority, inventory of and delivery of uniforms and certain equipment, the processing of I.D. badges, familiarization tours, etc.

SPECIFICATIONS (Continued)

3.5 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 Proposer 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 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.

3.6 KEYS:

3.6.1 Prior to the beginning of the Contract, Authority will issue to Monitors, to be determined by the Contractor, keys needed to access areas where the Contractor will be required to perform the work. The Monitors staffing approximately five (5) Posts are required to have a key while on duty. International Mode Operations AS/1, International Mode Operations AS/4, Auxiliary Landside, Airside Ramp Patrol and Airside Transfer Level Patrol are the Posts that currently require the Monitors to have a key while working. Contractor shall bear all costs for the keys and shall include those costs as part of the Hourly Rates. Fees associated with the keys are found in Section 1.5.5 of this Specification.

3.6.2 The Contractor shall be responsible for security of keys at all times and shall promptly report any lost or missing keys to the Authority. Contractor shall ensure all Monitors return all keys in their possession to the Authority at the end of the Contract or when they cease to be employed as a Monitor.

3.7 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.

3.8 SAFETY AND TRAINING PROGRAM:

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

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

SPECIFICATIONS (Continued)

- 3.8.3 Prior to assignment to duty as a Monitor, each individual shall have at least twenty-four (24) hours of initial hire training (eight hours Authority training, eight hours Contractor training, eight hours Procedure training, each as described herein) and be trained in the operation of Authority and Contractor provided equipment. Each employee shall receive recurrent training annually.
- 3.8.4 Before serving in a supervisory position, an individual shall have at least twenty-four (24) hours of supervised training in security operations at Orlando International Airport, to be conducted at Contractor expense, to include an overview of the airport security system, operation of all authority equipment and facilities, and shall be fully qualified to perform all of the duties of the position.
- 3.8.5 Training provided by the Contractor shall include appearance, attitude, conduct, customer service, incident reporting, and other duties outlined in the Authority-approved Standard Operating Procedures. Training in security sensitive materials and procedures will be provided by the Authority on a scheduled basis at the Authority expense. Authority required training is billable at the Contractor's hourly rate. Since these procedures contain sensitive security information as defined by Title 49 CFR Part 1520, they will be released only to the successful bidder upon award of bid. The Contractor shall ensure that all training materials are secured and accounted for at all times and shall not share or release the information to any other party.
- 3.8.6 At a minimum, each employee shall receive training in the following areas as soon as practical after employment or when new procedures, rules or methods and information have been introduced:
- 3.8.6.1 Authority-provided initial eight (8) hour training.
 - 3.8.6.1.1 Airport Security Regulations and Procedures.
 - 3.8.6.1.2 Identification of Critical Areas.
 - 3.8.6.1.3 Employee Parking Lot (EPL) Procedures.
 - 3.8.6.1.4 Communication Procedures.
 - 3.8.6.1.5 Vehicle Operations- Applies to supervisory personnel only.
 - 3.8.6.1.6 Tug road and AOA gate security procedures.
 - 3.8.6.1.7 Familiarization with Airport security, I.D. badges, keys & vehicles.
 - 3.8.6.1.8 Customer Service training.
 - 3.8.6.1.9 Sensitive Security Information.
 - 3.8.6.1.10 Authority's Standard Operating Procedures (SOPs)/Post Orders.
Any other training required by the Authority.
 - 3.8.6.2 Contractor-provided eight (8) hour training :
 - 3.8.6.2.1 General Orientation on Contractor's responsibilities.
 - 3.8.6.2.2 Introduction to Contractor's assignments.
 - 3.8.6.2.3 Familiarization with Airport security, I.D. badges, keys & vehicles.
 - 3.8.6.2.4 Safety Issues-Exposure to the weather elements.

SPECIFICATIONS (Continued)

- 3.8.6.2.5 Safety-working in the close proximity of aircraft operations.
 - 3.8.6.2.6 General safety and security issues.
 - 3.8.6.2.7 Understanding of Contractor's Standard Operating Procedures, as approved by the Authority.
 - 3.8.6.2.8 The Authority requires that a copy of the training roster and record be presented to the AAR upon request.
- 3.8.6.3 Procedure eight (8) hour training:
- 3.8.6.3.1 Identification Media Inspection
 - 3.8.6.3.2 Access Control Duties
 - 3.8.6.3.3 Vehicle Searches
 - 3.8.6.3.4 Property Searches
 - 3.8.6.3.5 Foot and Vehicle Patrols
 - 3.8.6.3.6 Report Writing and Duty Log completion

3.9 REPORTING REQUIREMENTS:

- 3.9.1 Monitor personnel shall be able to complete written reports related to the events occurring during each shift; communicate verbally and in writing, and provide detailed information regarding any irregularities at the post or any point along the airport perimeter security fence or Secured Area to the Authority Communications Center, Contractor Shift Supervisor, and Authority Security Supervisor. During each work shift, a Monitor shall complete the following reports:
- 3.9.1.1 Daily Duty Security Log - Monitors shall maintain a daily log of significant events that occur during their work shift. The log shall reflect the condition of the post, equipment status and activities in a chronological format. The Contractor shall maintain the log for a period of 90 days (see Attachment "B").
 - 3.9.1.2 Incident Report - Monitors shall complete an incident report to document any irregular activity that occurs during their work shift. This report shall provide detailed information of the event such as who, what, when, where, how, and why, if known. All incident reports shall be forwarded to the Authority Security Office by 9:00 a.m. of the next business day unless otherwise requested earlier (see Attachment "C").
 - 3.9.1.3 Monthly Training Report - The Contractor's Manager shall submit to the Authority AAR a report of all personnel who were trained on the airport security procedures monthly.
 - 3.9.1.4 Miscellaneous Reports - Vehicle counts, catering vehicle logs, and other miscellaneous written records as required by Authority at the AAR's request.
- 3.9.2 The Authority shall be entitled to reduce from sums that are owed to the Contractor or later owed to Contractor the amount of \$500.00 for each failure

SPECIFICATIONS (Continued)

to provide the Daily Duty Security Log, Incident Report, Monthly Training Report, and Monthly Invoicing on time.

3.10 AUTHORITY'S INSPECTION AND EVALUATION PROGRAM:

- 3.10.1 The Authority reserves the right at its sole discretion to inspect the work areas at any time to determine if the Contractor is performing and in compliance with the terms and conditions of the Contract Documents and to determine the overall effectiveness of the security program.
- 3.10.2 Authority will conduct, on a random basis, inspections and evaluations (announced and unannounced) to ensure Contractor's Personnel are performing as required and to ensure continuing compliance with Contract requirements. Contractor is free to conduct its own internal inspections, with written approval from the AAR.
- 3.10.3 Authority documentation of inspection results will be available for review by the Contractor through coordination with the AAR.
- 3.10.4 Notwithstanding any other rights the Authority may have in the Contract Documents, the Authority may issue a formal written correspondence describing the deficiency to the Contractor for any failure by the Contractor to comply with the terms of this Contract ("Notice of Deficiency"). Upon receipt of the Notice of Deficiency, the Contractor shall take immediate action to correct the noncompliance. The Contractor shall deliver its written response to the AAR personally or by delivery to the Authority's Security Office, by close of the next business day. The response shall include the Contractor's factual report of the event(s), immediate corrective action taken, any mitigating circumstances involved in the event(s), and planned action to prevent future occurrence of the noncompliance. The Notice of Deficiency obligation shall be in addition to and shall not limit the Authority's right to terminate this Contract for default in accordance with Section 9 of the General Conditions and exercise the Authority's rights with respect to the Contractor's Performance Bond or Letter of Credit.

3.11 LIQUIDATED DAMAGES:

- 3.11.1 For any other violation of the security procedures that may be observed or carried out by Contractor's personnel ("Notice of Violation"), Contractor shall provide Authority with evidence, within five (5) days of Authority's date of the Notice of Violation, that the affected Monitor has been retrained in the proper security procedures.
- 3.11.2 The parties acknowledge that, if a Monitor is not at each security gate and/or post at all times required by this Contract, the Authority will suffer damages and the Airport will be subjected to a security risk. The monetary amount of such damage may be uncertain and unascertainable. For this reason, if the Authority discovers that one or more security gates and/or posts are understaffed or abandoned at any time, the Authority shall be entitled to deduct from sums then owing to Contractor or later owed to Contractor, as Liquidated Damages, the following amounts:

- (a) \$300.00 for each hour or part thereof that a security gate/post is understaffed but not abandoned, (b) \$5,000.00, plus the cost to the Authority of staffing such security gate/post for a security gate/post that is abandoned, and (c) in addition to the amounts described in (a) or (b), the amount of any fine or penalty imposed on the Authority by the TSA or other governmental authority as a result of an understaffed or abandoned security gate/post. The Authority shall be entitled to deduct this amount for each incident. For purposes of this Section, an "incident" commences at the time a security gate/post becomes understaffed or abandoned and ends at the time when full staffing is restored. For example, if a Monitor leaves a security gate/post unattended to take a bathroom break, the incident commences when he or she leaves the security gate/post unattended and ends when he or she returns; if the Monitor leaves at a later time during his or her shift, that will be treated as a separate incident. As another example, if a Monitor does not report for a shift and his or her security gate/post is unattended, the incident commences at the beginning of the shift and ends when the Monitor or a substitute Monitor is posted at the gate.
- (b) The provisions of this Section shall be in addition to and shall not limit the Authority's right to terminate this Contract for default in accordance with Section 9 of the General Conditions and exercise the Authority's rights with respect to the Performance Bond or Letter of Credit. If a deduction allowed by this Section exceeds the amount which the Authority owes to Contractor for services performed, then Contractor shall remit the balance of such Liquidated Damages amount to Authority within 24 hours following notice from the Authority.

3.12 COMPENSATION ADJUSTMENT:

- 3.12.1 Throughout the term of this Contract, at the end of each month thereof, the AAR may make a payment adjustment to the Contractor's invoice for "understaffing" a post and an "abandoned" post or any liquidated damages incurred.
- 3.12.2 In addition, there may be a \$5000.00 deduction taken for Contractor's failure to provide an On-Site Manager, an On-Site Assistant Manager, and/or Trainer for a period exceeding fourteen (14) calendar days.

3.13 ETHICAL BEHAVIOR:

The Contractor will perform all duties associated with this Contract in a professional and ethical manner.

3.13.1 To avoid any conflict of interest, Contractors who currently hold a Security Screening Contract with the Orlando International Airport will not be considered to perform the Security Area Monitor Contract.

SPECIFICATIONS (Continued)

- 3.13.2 To avoid any conflict of interest, Contractor will not be allowed to perform other services for any third party at Orlando International Airport without prior approval of the ARR.
- 3.13.3 The Contractor employees assigned to this Contract will not be allowed to engage in secondary employment with any enterprise doing business at the Orlando International Airport without prior approval of the ARR and at the sole discretion of the AAR.
- 3.13.4 Contractor shall institute and enforce a "No Harassment" policy based on religion, gender, age, physical condition or appearance, or other protected characteristic.

3.14 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.

* * * * * END OF SPECIFICATIONS * * * * *

SPECIFICATIONS (Continued)

ATTACHMENT A

PHYSICAL REQUIREMENTS AND WORKING CONDITIONS

	Frequency	Importance
Constant	More than 80% (6½ hours or more per 8 hour day)	3 – Critical part of Job; can't be done any other way
Very Frequent	51-80% (4½-6 hours per 8 hour day)	2 – Important, but may be performed in some other way
Frequent	21-50% (2½-4 hours per 8 hour day)	1 – Not Critical; may be reassigned or not performed at all
Occasional	6-20% (1-2 hours per 8 hour day)	
Rare	0-5% (Less than 1 hour per 8 hour day)	

Physical Effort	Constant	Very Frequent	Frequent	Occasional	Rare
Standing	3				
Walking	3				
Sitting			3		
Lifting			3		
A. 0-20 lbs.				2	
B. 21-49 lbs.					1
C. 50+ lbs.					
Bending/Stooping	3				
Pushing, Pulling, and/or Digging			3		
Reaching over Head			3		
Kneeling, Crawling			3		
Climbing (ladders, stairs, hills)				2	
Typing/CRT (attention to detail)					2
Speaking & Hearing	3				
Detailed Inspection/Reading/ Editing		3			
Writing				3	
Other					

Working Conditions	Constant	Very Frequent	Frequent	Occasional	Rare
Extreme Weather	3				
Noxious Fumes				3	
Chemicals					2
Insects			3		
Heights, Confined Areas				3	
Excessive Noise			3		
Other					

Monitoring/Operating Vehicles or Equipment	Constant	Very Frequent	Frequent	Occasional	Rare
Handheld radios			3		
Vehicle				2	

ATTACHMENT "B"
DAILY DUTY SECURITY LOG

SECURITY LOG
(Example Only)

DATE	TIME	LOG INFORMATION
2/20/89	0800	Sgt. Johnson on duty. Received clock, keys and flashlight. Informed by Officer Leonard of broken handrail in front stairwell.
2/20/89	0835	Mr. Walker, Security Director, brought memo stating Judy Smith is a new employee and requested we let her enter until she receives her I.D. Informed Mr. Walker of handrail in front lobby. Mr. Walker called mainten- ance for repair.
2/20/89	1330	Bill Williams called and informed me to close parking lot "F" at 1700 today so maintenance can paint new lines.
2/20/89	1555	Officer Willis on post. Informed Officer Willis to close parking lot "F" at 1700 and the handrail has been repaired.
2/20/89	1600	Sgt. Johnson relieved and off duty. /////////////// <i>Sgt. Johnson</i>
2/20/89	1600	Officer Willis on duty. Received key, clock and flashlight.
2/20/89	1700	Parking lot "F" closed as requested. Took flags down.
2/20/89	1830	Officer Kinard called and reported he was sick and unable to report at 2400. Called Sgt. Johnson and he authorized Kim Houseman as a fill in. Called Officer Houseman and she will report at 2400.
2/20/89	2350	Officer Houseman on post. Informed her parking lot "F" was closed for repairs.
2/20/89	2400	Officer Willis relieved and off duty. /////////////// <i>Off. Willis</i>
2/20/89	2400	Officer Houseman on duty. Received keys, clock and flashlight.
2/21/89	0100	On patrol, closed and locked truck gates.
2/21/89	0145	Bill Tyson, District Manager, arrived for inspection. Left supply of forms for Sgt. Johnson. Mr. Tyson off post 0215.
2/21/89	0220	On patrol, severe rainstorm. Slight flooding in parking lot A. Camera #2 out of service. Maintenance notified.

ATTACHMENT "C"
INCIDENT REPORT

UNUSUAL INCIDENT REPORT

EXAMPLE

DATE: 1-1-91

Job Site: ORLANDO INTERNATIONAL AIRPORT

Nature of Report: Fire on a "Delta Tug" (without injuries)

Time & Date of Incident: 2140 Hrs. 1-1-91 Time & Date of Report: 2215 Hrs. 1-1-91

Name & Title of Officer Taking Report: Connie Smith Security Officer 2nd
(Name) (Title) (Shift)

Location of Incident: Underneath terminal, near Delta baggage room office (B-terminal)

Victim(s): N/A
(Name) (Address) (Dept.) (Ext.)

Reported by: Bill Moore Baggage Supv. X0120
(Name) (Address) (Dept.) (Ext.)

Witnesses: John Powell Tug Driver X0120
(Name) (Address) (Dept.) (Ext.)

(Name) (Address) (Dept.) (Ext.)

Other: _____
(suspect, person(s) arrested, extra witnesses, etc.)

Narrative: Give details — (1) Who, (2) What, (3) Where, (4) When, (5) Why, (6) How, (7) How Many.

At approx. 2140 Hrs. Delta Supv. Mr. Bill Moore reported that Delta tug # 123,
which was parked near the baggage room office, was on fire. Operations #302 was
notified by radio and O.F.D. responded at approx. 2146 Hrs. The fire had already been
extinguished by the tug driver, Mr. John Powell. O.F.D. stated the fire was apparently
caused by a fuel line leak on to a hot exhaust manifold. Damage was limited to the
tug. Fire Extinguisher stationed in the baggage room office needs to be recharged or
replaced. Operations #302 notified. SFI shift supv. notified./// NOTHING FOLLOWS ///

(Cont'd on reverse)