



# **GREATER ORLANDO AVIATION AUTHORITY**

**PS-B-713**

**CONCESSIONS CONSULTANT SERVICES**

**PROFESSIONAL SERVICES AGREEMENT**

**UNISON CONSULTING, INC.**

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**THIS AGREEMENT**, made and entered into as of the 27th day of October, 2022, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body existing under and by virtue of the laws of the State of Florida (the "Aviation Authority"), with a business address at Orlando International Airport, One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399, and **UNISON CONSULTING, INC.**, a wholly owned subsidiary of UCG Associates, Inc., (the "Consultant"), with a business address at, 150 North Michigan, Suite 2930, Chicago, IL 60601, (Aviation Authority and Consultant sometimes collectively referred to herein as the "Parties").

**WITNESSETH:**

**WHEREAS**, the Aviation Authority desires to employ the services of Consultant (hereinafter includes "Contractor") to provide professional and related services required in connection with at Orlando International Airport and Orlando Executive Airport (the "Airports"); and

**WHEREAS**, Consultant is qualified, willing and able to perform the professional services required on the terms and conditions hereinafter set forth; and

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

**1. Services to be Provided by Consultant.**

- 1.1 **Scope of Services.** Consultant hereby agrees to perform for Aviation Authority services and work product set forth on the scope of services attached hereto as **Exhibit "A"** and incorporated herein by reference (the "Services"). The Services may be modified or increased from time to time by written addendum to this Agreement signed by both parties; provided, however, the Aviation Authority shall have the right, by written notice to Consultant, to unilaterally reduce the scope of Services to be rendered hereunder.
- 1.2 **Personnel.** Consultant agrees to retain the necessary qualified personnel acceptable to Aviation Authority to perform all Services for Aviation Authority pursuant to this Agreement. Consultant further agrees to promptly remove any personnel from performing Services as Aviation Authority shall request in writing (which request may be made by Aviation Authority with or without cause), and to promptly replace such personnel with other of Consultant's personnel of comparable experience reasonably acceptable to the Aviation Authority. Consultant agrees to include a similar provision in its agreements with any and all Subconsultants.
- 1.3 **Subconsultants.** Consultant shall perform all of its obligations and functions under this Agreement by means of its own employees or by a duly qualified subconsultant approved in writing by the Aviation Authority in advance ("Subconsultant"); provided, however, no Subconsultant shall perform any of the Consultant obligations under this Agreement unless the Aviation Authority approves the

Subconsultant in advance in writing. In the event any Subconsultant is employed, the Consultant shall continuously monitor the Subconsultant's performance, and shall remain fully responsible to ensure that the Subconsultant performs Services as required in accordance with this Agreement. The Aviation Authority shall have no obligation to pay for any unsatisfactory performance of Subconsultant nor to reimburse Consultant for Services rendered by Subconsultant in connection with Consultant's performance of Services unless Aviation Authority has given prior written approval of the compensation to be paid Subconsultant by the Consultant. The Aviation Authority may require that invoices for all work (including invoices submitted to the Consultant for work performed by Subconsultant) shall be submitted to the Aviation Authority by the Consultant and the Aviation Authority shall pay all compensation to the Consultant, or Aviation Authority shall have the right, but not the obligation, to pay a specific amount directly to any Subconsultant. Consultant agrees to pay such Subconsultant for their Services within fifteen (15) days after Consultant's receipt of payments from the Aviation Authority for accepted work performed by Subconsultant. It shall be the sole responsibility of the Consultant to deal with Subconsultant with respect to the collecting and submission of invoices and the payment of compensation. Payment of compensation by the Aviation Authority to the Consultant for work performed by Subconsultant shall relieve the Aviation Authority of all future liability to the Subconsultant and shall thereafter preclude the Subconsultant from bringing any claim against the Aviation Authority. Consultant agrees to include any relevant requirement, including but not limited to, insurance and indemnity requirements set forth herein in agreements with all Subconsultant for performing any Services.

- 1.4 **Consultant's Reasonable Efforts and Standards of Performance.** Consultant agrees to use its reasonable efforts to perform and/or to cause Subconsultant to perform all Services in accordance with such reasonable time requirements and reasonable written instructions, as may be requested or provided by Aviation Authority, and Consultant agrees to perform and/or cause Subconsultant to perform all Services in accordance with applicable professional standards, and in accordance with the conditions contained in this Agreement.
- 1.5 **Consultant's Liability.** Consultant shall be and remain liable in accordance with applicable law for all damages to Aviation Authority caused by the improper acts or omissions of Consultant or by any Subconsultant in performing any Services to the extent determined by a court of competent jurisdiction, not subject to further appeal. All provisions of this Agreement specifying Consultant's obligation and duties in performing Services shall apply equally to Subconsultant performing Services.
- 1.6 **Consultant's Obligation to Correct Errors or Omissions.** Consultant agrees to be responsible for the quality, technical adequacy, and accuracy, of all Services furnished by Consultant or any Subconsultant, in accordance with its specific obligations hereunder. Consultant shall, without additional cost or expense to the Aviation Authority, correct or revise any errors, omissions, or other deficiencies in the Services performed by Consultant or Subconsultant, resulting from improper acts or omissions of Consultant or Subconsultant to the extent determined by a court of competent jurisdiction, not subject to further appeal.

- 1.7 **Consultant's Compliance with Laws and Regulation.** Consultant and its employees shall promptly observe and comply with then applicable provisions of all Federal, State and local laws, rules and regulations which govern or apply to the Services rendered by Consultant hereunder, or to the wages paid by Consultant to its employees. Consultant shall require all of its Subconsultants to comply with the provisions of this section.
- 1.8 **Consultant Is Not Aviation Authority's Agent.** Consultant is, and at all times shall be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of the Consultant by the terms of this Agreement. The Consultant shall be liable for any of its acts, and the acts of its Subconsultants, and respective agents or employees, and nothing contained herein shall be construed as creating the relationship of employer and employee, nor principal and agent, between the Aviation Authority and the Consultant or any Subconsultant. Neither Consultant nor any Subconsultant is authorized to act as Aviation Authority's agent hereunder nor to have Aviation Authority, express or implied, to act for or bind Aviation Authority.

## 2. **Compensation.**

- 2.1 **Compensation.** For the Services rendered by Consultant, compensation to Consultant will not exceed and will be in accordance with the schedule of rates, fees and charges set forth on **Exhibit "B"** attached hereto and incorporated herein.
- 2.2 **Reimbursable Expenses.** The annual compensation includes all expenses to be incurred by Consultant as contemplated on the Effective Date of this Agreement. In the event that requirements for extraordinary travel arise then Consultant shall submit a request in writing in advance of the travel date(s) to the Chief Executive Officer, which request shall be handled in accordance with all applicable laws and section 430.02 of the Aviation Authority's Policies and Procedures Manual ("Travel Policy") as amended from time to time; however, such amount for international travel requires prior express written approval of the Aviation Authority.
- 2.3 **Statements.** The Consultant shall submit statements to Aviation Authority for all Services rendered hereunder. The statements shall include detailed information pertaining to any fees received or expected to be received by the Consultant or an affiliate of the Consultant during the same period covered by the statements in connection with or arising from Services performed by the Consultant for the Aviation Authority. Statements shall be in a form and with detail satisfactory to Aviation Authority, shall include the nature and amount of each fee, separated and identified as reasonably requested by the Aviation Authority. The making of any willfully false statement by the Consultant in a billing statement shall be grounds for the termination of this Agreement by Aviation Authority.
- 2.4 **Maintenance of Records.** Consultant shall maintain complete and accurate records relating to Services rendered pursuant to this Agreement. Cost records shall be kept in accordance with generally accepted accounting principles and

practices consistently applied and in Consultant's customary form and scope. Records and invoices for Services shall include all of the information required in order to determine Consultant's Services performed hereunder, and shall identify the Services rendered in a manner reasonably acceptable to Aviation Authority.

- 2.5 **Records Availability.** All of the Consultant's records directly relating to Services shall, upon reasonable notice by Aviation Authority, be made available to Aviation Authority or its representative's at all reasonable times, to review, inspect, audit or copy Consultant's records. If any such audit establishes that Consultant has overstated service fees, the amount of any overcharge paid by Aviation Authority as a result of an overstatement shall forthwith be refunded by Consultant to Aviation Authority with interest thereon, if any, at the prime rate as from time to time published by *The Wall Street Journal* on any overstated amount accrued from forty-five (45) days after the Aviation Authority's notice to Consultant of overstatement.
- 2.6 **Adjustment to Fees.** Consultant represents and warrants that all billable fees furnished by Consultant to Aviation Authority shall be accurate, complete, and current as of the date of this Agreement and as of the date of any addendum hereto.

### 3. Term and Termination.

- 3.1 **Term.** This Agreement shall become effective upon its execution by the Aviation Authority and shall continue in effect for the estimated period of **thirty-six (36) months through October 31, 2025**, unless terminated earlier as provided for herein or extended by an Amendment hereto executed by both Parties for two (2) additional option periods of one (1) year each. The Agreement between the successful Proposer and the Aviation Authority will be non-exclusive.
- 3.2 **Termination on Default.** This Agreement may be terminated in whole or in part in writing by either party in the event of the failure or refusal of the other party to perform or do any obligation herein required of that party within five (5) days after written notice from the non-defaulting party. Liability arising from improper acts or omissions and any indemnity obligations shall survive the termination of this Agreement.
- 3.3 **Termination without Default.** Aviation Authority may terminate this Agreement for any reason or no reason upon not less than thirty (30) calendar days written notice of intent to terminate.
- 3.4 **Effect of Termination.** For any termination, Consultant shall have no entitlement to recover anticipated profit for Services or other work not performed; provided, however, the Aviation Authority shall pay Consultant for Services performed up to the date of termination, as determined in the discretion of the Aviation Authority.
- 3.5 **Notice of Intent to Terminate.** Upon receipt of notice of intent to terminate from Aviation Authority pursuant to sections 3.2 or 3.3 above, or upon Consultant's giving of notice of intent to terminate pursuant to section 3.2 above, Consultant shall: (1) promptly discontinue all Services affected (unless Aviation Authority directs

otherwise); and (2) deliver or otherwise make available to Aviation Authority all data, calculations, estimates, graphics, documents, photographs, reports, memoranda, other documents and instruments, and such other information and materials as may have been produced as original deliverables by Consultant or by Subconsultants in performing services under this Agreement, whether completed or in process.

- 3.6 **Aviation Authority's Right to Complete Terminated Services.** Upon termination pursuant to sections 3.2 or 3.3 above, Aviation Authority may take over the Services and perform the Services to completion by agreement with another party or otherwise. In doing so, the Aviation Authority shall not waive any rights it may have to pursue any and all rights it may have against Consultant arising out of Consultant's performance hereunder.

#### 4. **Warranties and Representations of Consultant.**

- 4.1 **State Code of Ethics.** Consultant represents that it is familiar with the terms and conditions of Section 112.313, Florida Statutes, and Consultant further represents and warrants unto Aviation Authority that to the best of its knowledge and good faith belief no director, officer, employee or agent of Aviation Authority or the City of Orlando, Florida (the "City") has any interest, either directly or indirectly, in the business of Consultant to be conducted under this Agreement or the proceeds thereof. Consultant further represents and warrants to Aviation Authority that it has not employed or retained any company or person, other than a bona fide employee working wholly for Consultant, to solicit or secure this Agreement, that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement, and that it has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the Services of any firm or person in connection with carrying out this Agreement.
- 4.2 **Public Entity Crimes/Debarment.** Consultant represents that it is familiar with the terms and conditions of Section 287.133, Florida Statutes, and Consultant further represents and warrants unto Aviation Authority that to the best of its knowledge and good faith belief that neither Consultant nor any affiliate of Consultant has ever been convicted of a public entity crime. Consultant acknowledges receipt of the following notice:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list. Further, any entity or individual placed on the Aviation

Authority's Debarment List pursuant to Aviation Authority Policy, Section 130.04, may not submit a response to any letter of intent, letter of interest, statement of qualifications, quote, proposal or bid as a contractor, supplier, subcontractor, consultant or individual, of any tier, for any goods or services or contracts and may not provide any goods or services to the Aviation Authority, on behalf of the Aviation Authority, or on Aviation Authority property, regardless of whether there is a contractual relationship with the Aviation Authority. The Aviation Authority will disqualify any submission, bid or proposal that includes a person or entity on the Debarment List. You may request a copy of the Aviation Authority's Debarment List for your review at the following email: [debarmentlist@goaa.org](mailto:debarmentlist@goaa.org).

- 4.3 **Public Records; Open Meetings.** The Consultant has been advised that the Aviation Authority, and its activities, are subject to (i) the Public Records Law, Chapter 119, Florida Statutes, which imposes broad disclosure requirements upon documents of the Aviation Authority with regard to documents deemed to be public records, and (ii) the Government-in-the-Sunshine-Law, Section 286.011, Florida Statutes, which requires, with limited exceptions, the Aviation Authority to conduct business in open meetings. Consultant will cooperate with Aviation Authority to observe and comply with the requirements of said laws in performing the Services. The Consultant agrees that it will comply with all Aviation Authority policies and procedures in observing the requirements of said laws.
- 4.4 **Duty to the Aviation Authority.** The Consultant will represent the Aviation Authority to the best of the Consultant's ability with respect to the performance of the Services, including without limitation in making recommendations to the Aviation Authority and will not make recommendations or otherwise perform Services based on criteria or factors other than the best interests of the Aviation Authority.
- 4.5 **Conflict of interest.** The Consultant shall comply at all times with the affirmative statement provided with its Proposal that during the period of this Agreement, the Consultant and its team members are not currently involved with any active agreement with any Aviation Specialty or developer that would be in conflict with the Aviation Authority, and agree not to enter in to any such agreement during the duration of this Agreement.
- 4.6 **Conflict of Interest After Performance.** The Consultant shall be prohibited from actively recruiting or soliciting Aviation Authority employees during the Consultant's performance of services and for 180 days after the conclusion of services.
- 4.7 **Consultant to Comply.** The Consultant shall comply at all times with the certifications, affirmative statements and other representations made by the Consultant in the Proposal in connection with this Agreement, unless waived in writing by the Aviation Authority; which certifying affirmative statements and other representations are incorporated herein by this reference.



**5. Member Protection: Waiver.**

No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreements or documents pertaining to the Services of Consultant or any Subconsultant hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Aviation Authority 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 Agreement, shall be had against any member, officer, employee, or agent, as such, past, present or future, of Aviation Authority either directly or through Aviation Authority or otherwise, for any claims arising out of this Agreement of the Services rendered pursuant to it, or for any sum that may be due and unpaid by Aviation Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Aviation Authority member, officer, employee or agent as such, to respond by reason of any act of omission on his or her part or otherwise for any claim arising out of this Agreement or the Services rendered pursuant to it, or for the payment for or to the Aviation Authority, or any receiver therefor or otherwise, of any sum that may remain due and unpaid by Aviation Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

**6. Indemnification.**

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

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, Consultant shall engage counsel reasonably acceptable to Aviation Authority. In any suit, action, proceeding, claim or demand brought in respect of which the Aviation Authority may pursue indemnity, the Aviation Authority shall have the right to retain its own counsel. The fees and expenses of such counsel shall be at the expense of the Aviation Authority unless the Consultant and the Aviation Authority shall have mutually agreed to another arrangement. In the event Consultant fails, within a reasonable time to retain counsel satisfactory to the Aviation Authority, the Aviation Authority may retain counsel and Consultant shall be responsible for such legal fees, costs and expenses. In the event, the Aviation Authority and the Consultant are both named parties in any such proceeding and, in the sole judgment of the Aviation Authority, representation of both the Aviation Authority and the Consultant by the same counsel would be inappropriate due to actual or potential differing interests between them then Aviation Authority shall obtain its own counsel and Consultant shall be responsible for such legal fees, costs and expenses. The indemnification provisions of this Section 5 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract. No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Consultant hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against Aviation Authority, or the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the Aviation Authority's Board or the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of Aviation Authority or City, either directly or through the Aviation Authority or the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by Aviation Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to Aviation Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the Aviation Authority, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the, promises made to Consultant pursuant to this Contract. In any and all claims against the Aviation Authority or the City, or any of their officers, members, agents, servants or employees, by any employee of the Consultant, any Sub-Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of Consultant under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Consultant or any SubConsultant under Workers' Compensation Acts, disability benefit acts or other employee benefit acts. No provisions of this condition shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that Aviation Authority may have as to any party or person described therein.

## **7. Insurance.**

- 7.1 Without limiting its liability hereunder, the Consultant shall procure and maintain at its sole expense during the term of this Agreement insurance of the types and in the minimum amounts and deductibles set forth on **Exhibit "C"** attached hereto and incorporated herein by reference. Without limiting the foregoing, the Consultant shall maintain a professional liability policy and comprehensive general liability policy which shall include contractual liability on a blanket or specific basis to cover the indemnification provided under Paragraph 6 hereinabove, and all insurance required hereunder shall be in a form satisfactory to Aviation Authority and shall be written by a company or companies licensed to transact insurance in the State of Florida and satisfactory to the Aviation Authority.
- 7.2 The Consultant agrees that the Aviation Authority and the City and its members (including, without limitation, members of the Aviation Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees and agents shall be named as additional insureds under such policies of insurance, except professional liability insurance. Such insurance shall provide that it is primary insurance as respects any other valid insurance Aviation Authority may possess including any self-insured retention or deductible Aviation Authority may have, and that any other insurance Aviation Authority does possess shall be considered excess insurance only. This insurance shall also provide that it shall act for each insured and each additional insured as though a separate policy had been written for each; provided, however, that this provision shall not operate to increase the policy limits of the insurance.
- 7.3 Prior to commencing any work under this Agreement and at least ten (10) days prior to the expiration of any certificates previously provided hereunder, the Consultant shall, upon request, provide to Aviation Authority certificates evidencing the maintenance of all insurance required hereunder, and each such certificate shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until at least thirty (30) days after receipt of written notice thereof by Aviation Authority. The Consultant shall maintain and/or cause Sub-Consultants to maintain Workers' Compensation Insurance coverage for all employees in accordance with statutory limits.
- 7.4 The Aviation Authority is currently contracted with CertFocus/Vertikal for the management of all insurance certificates related to Aviation Authority Agreements. Consultants who enter into an Agreement with the Aviation 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 each Consultant 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 Agreement. Consultants are to respond to CertFocus/Vertikal as directed in the introductory letter as well as any further instructions they may receive from CertFocus/Vertikal.

## **8. Compliance with Nondiscrimination Requirements.**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 8.1 **Compliance with Regulations.** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 8.2 **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 8.3 **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- 8.4 **Information and Reports.** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 8.5 **Sanctions for Noncompliance.** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- 8.5.1 Withholding payments to the contractor under the contract until the contractor complies; and/or
- 8.5.2 Cancelling, terminating, or suspending a contract, in whole or in part.

8.6 **Incorporation of Provisions.** The contractor will include the provisions of paragraphs 8.1 through 8.6 in every subcontract, including procurements of materials and leases of equipment, Required Contract Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**9. Title VI List of Pertinent Nondiscrimination Acts and Authorities.**

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

- 9.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 9.2 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 9.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 9.4 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 9.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- 9.6 Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 9.7 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

- 9.8 Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 9.9 The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 9.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 9.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 9.12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**10. Federal Fair Labor Standards Act.**

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

**11. 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.

**12. Whistle Blower Reporting Line.**

The Aviation Authority is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste or abuse. The 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 (877) 370-6354, through email: [GOAA@integritycounts.ca](mailto:GOAA@integritycounts.ca), or through the online reporting form at [www.integritycounts.ca/org/GOAA](http://www.integritycounts.ca/org/GOAA). The Consultant shall include this reporting requirement in all subcontracts and vendor agreements. The Consultant is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

**13. Florida Law.**

This Agreement was made in the State of Florida and shall be governed by and construed in accordance with Florida law.

**14. Remedies.**

In the event of default, in addition to any other remedy available to the non-defaulting party, the non-defaulting party pursuant to the terms may terminate this Agreement in accordance with Section 3.2. Any such termination shall not waive or replace any other legal or equitable remedies available to the non-defaulting party. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or any other remedy available to any party at law or in equity.

**15. Attorney's Fees and Costs.**

To the extent allowable by law, in the event that any legal proceedings at law or in equity arising hereunder or in connection herewith (including any appellate proceedings), the prevailing party shall be awarded costs, reasonable expert fees and reasonable attorney's fees incurred in connection with such legal proceedings as determined by a court of competent jurisdiction.

**16. Venue and Waiver of Jury Trial.**

The appropriate venue for any actions arising out of this Agreement will be any court of competent jurisdiction in Orange County, Florida. Such claims, disputes or other matters shall not be subject to arbitration without the prior written consent of both Aviation Authority and Consultant. The parties hereby agree that process shall be served on Consultant and Aviation Authority in the manner prescribed by applicable law. To encourage prompt and equitable resolution of any litigation that may arise hereunder, the parties hereby waive any rights and either party may have to a trial by jury of any such litigation.

**17. Transfers, Assignments and Subcontracts.**

Consultant shall not transfer or assign any of its rights hereunder except as otherwise authorized in this Agreement or any of its obligations hereunder to third parties without the prior written approval of Aviation Authority. Aviation Authority shall be entitled to withhold such approval for any reason or for no reason. Except as limited by the provisions of this section, this Agreement shall inure to the benefit of and be binding upon Aviation Authority and Consultant, and their respective successors and assigns.

**18. Miscellaneous Provisions.**

- 18.1 The Consultant shall promptly observe, and comply with applicable provisions of all federal, state and local laws, rules and regulations that govern or apply to the services rendered by the Consultant hereunder.
- 18.2 The Consultant shall produce and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits and other authorization as are required by law in order for the Consultant to render the services required hereunder.
- 18.3 All information and documents received from the Consultant in response to this RFP will become the property of the Aviation Authority, will not be returned to the Consultant, and will be incorporated in the final Agreement in the event of Agreement award. Any work product produced as part of the Agreement will become the exclusive property of the Aviation Authority.
- 18.4 If Aviation Authority determines that modifications to this Agreement are required in order to qualify for federal or state funding for the services to be rendered by the Consultant hereunder, and if the Consultant is unable to comply within a reasonable time with applicable federal and state laws and regulations governing the grant of such funds for services to be rendered hereunder, then notwithstanding anything else herein contained, Aviation Authority shall have the right, by giving written notice to the Consultant, to terminate this Agreement forthwith.
- 18.5 The Consultant 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 Consultant 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 Consultant for the longer of the following periods: (a) the period during which the property is used by the Aviation 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 Aviation Authority or any transferee retains ownership or possession of the



property. In the case of a construction project, this Provision binds the Consultant from the Proposal solicitation period through the completion of the Agreement.

- 18.6 Consultant and its Sub-Consultants, 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 Aviation Authority's Chief Executive Officer or designee. Consultant and its Sub-Consultants shall account for all expenses of any nature related to transactions in connection with this Agreement in a manner which segregates in detail those transactions from other transactions of the Consultant and Sub-Consultants and which support the amounts reported and/or invoiced to the Aviation Authority. At a minimum, Consultant's and Sub-Consultant'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 Aviation 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 Aviation Authority be made available in Orange County, Florida, for inspection, examination, audit and copying by Aviation 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. Consultant and SubConsultant 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 Aviation Authority and/or its representative such assistance as may be required to allow complete access to such records. The Chief Executive Officer may require Consultant and Sub-Consultants to provide other records the Chief Executive Officer, in his or her sole discretion, deems necessary to enable the - to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Agreement. 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, Consultant and its Sub-Consultants agree that such amounts shall be payable to the Aviation Authority. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the Aviation Authority, or any claim is made or litigation commenced relating to this Agreement by the Aviation Authority, the Consultant, or a third party, the Consultant shall continue to maintain all such records, and the Aviation 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 Agreement. In the event of any conflict between any provision of this Agreement and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Agreement shall control even where this Agreement references such provisions or

standards. In particular, without limitation, Consultant and Sub-Consultants shall maintain all records required under this Agreement 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 Consultant to the Aviation Authority, Consultant shall forthwith, upon written demand from the Aviation Authority, pay the Aviation 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 Aviation Authority. Further if such inspection, examination or audit establishes that the Consultant has over billed such amounts for any Agreement period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Consultant.

- 18.7 In the course of performing the Agreement work, Consultant may gain access to Sensitive Data Types including but not limited to Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI), Financial Information and/or other confidential information of the Aviation Authority. Consultant agrees to hold such information in confidence and to make such information known only to its employees, affiliates, agents, Sub-Consultants, and Sub-Consultants who have a legitimate need to know such information and who are under a similar obligation of confidentiality. The Consultant shall seek the Aviation Authority's prior written consent before releasing, disclosing, or otherwise making such confidential information available to any other person. This provision shall not apply to information required to be released by applicable law, legal subpoena, or other lawful process. The Consultant must notify the Aviation Authority as soon as practicable in the event Consultant is notified of or discovers any compromise and/or breach or suspected breach, such as unauthorized access to, theft of, misuse of and unintentional releases or of any security/sensitive data types, or confidential information of the Aviation Authority and/or Individuals ("Data Breach") involving Consultant 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 Consultant is responsible for the Data Breach and upon mutual agreement of the parties, Consultant shall be responsible to implement, in coordination with the Aviation Authority, a commercially reasonable Remediation Plan to address and respond to a Data Breach. Such commercially reasonable "Remediation Plan" will include certain administrative requirements associated with addressing and responding to such Data Breach to the extent necessary under the circumstances, and may include but is not necessarily limited to: (i) preparation and mailing or other transmission of legally required notifications, (ii) preparation and mailing or other transmission or communication to impacted Individuals such as may be required by applicable law or regulation; (iii) offering potentially impacted Individuals the opportunity to enroll in a credit monitoring service offered by a vendor of Consultant's choice for a two-year period, or other period as required by applicable law, at no charge to the

impacted Individuals; and (iv) payment of applicable reasonable legal, audit, accounting and administrative expenses associated with the investigation, notifications and recovery arising from the Data Breach. The remedies provided for in the Remediation Plan shall be in addition to any other remedies available to the Aviation Authority under this Agreement. The provisions of this Section 18.6 shall survive the expiration or earlier termination of the Agreement.

**18.8 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENTT, PLEASE USE THE LINK TO CONTACT THE AVIATION AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS: <http://orlandoairports.net/publicrecords>; PHONE NUMBER: (407) 825-2400; AND MAILING ADDRESS: GREATER ORLANDO AVIATION AUTHORITYY, PUBLIC RECORDS, ONE JEFF FUQUA BOULEVARD, ORLANDO, FL 32827.** A Consultant with an Aviation Authority Agreement for services, must comply with Florida Statute, Chapter 119.071, specifically to:

18.8.1 Keep and maintain public records that ordinarily and necessarily would be required by the Aviation Authority in order to perform the service.

18.8.2 Upon request from the Aviation Authority's custodian of public records, provide the Aviation Authority with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the Aviation Authority would provide the records and at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes, or as otherwise provided by law.

18.8.3 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 Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the Aviation Authority.

18.8.4 Upon completion of the Agreement, meet all requirements for retaining public records and transfer, at no cost to the Aviation Authority, all public records in possession of the Consultant or keep and maintain public records required by the Aviation Authority to perform the service. If the Consultant transfers all public records to the Aviation Authority upon completion of the Agreement, the Consultant shall, upon termination of the Agreement, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Aviation Authority, upon request from the Aviation Authority's custodian of public records, in a format that is compatible with the information technology systems of the Aviation Authority.

18.8.5 If a Consultant does not comply with a public records request, the Aviation Authority shall enforce the contract provisions in accordance with the Agreement.

**19. Entire Agreement.**

This Agreement constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

**20. Amendment; Waiver.**

Except for the Aviation Authority's right to reduce the scope of services as provided in section 1.1 above, this Agreement shall not be amended or modified other than in an amendment writing signed by the parties hereto. The Aviation Authority and Consultant reserve the right to amend this Agreement in writing at any time by such mutually executed amendment. Failure to by any party at any time to enforce any default or right reserved to it or to require the performance of any of the terms, covenants or provisions hereof by the other party at the time designated, shall not be deemed a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

**21. Severability.**

If any term or provision of this Agreement shall be found to be unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

**22. Time is of the Essence.**

Time is of the essence in the performance of this Agreement.

**23. Execution and Counterparts.**

To facilitate execution, the parties hereto agree that this Agreement and any Amendments may be executed and tele-copied to the other party and that the execution telecopy shall be binding and enforceable as an original. The parties agree to fully execute two (2) originals of this Agreement. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

**24. Notices.**

All notices under this Agreement shall be in writing and shall be given by United States Certified Mail Return Receipt Requested postage prepaid addressed to:

To Consultant: Unison Consulting, Inc.  
150 N. Michigan Avenue, Suite 2930  
Chicago, IL 60601  
Attention: Anthony Q. Drake

With copy to: Unison Consulting, Inc.  
150 N. Michigan Avenue, Suite 2930  
Chicago, IL 60601  
Attention: Bhavesh Patel

To Aviation Authority: **Greater Orlando Aviation Authority**  
**One Jeff Fuqua Boulevard**  
**Orlando, Florida 32827-4399**  
**Attention: Chief Executive Officer**

The Aviation Authority's Chief Executive Officer, or designee, shall act as Aviation Authority's agent with respect to the Services to be rendered by Consultant hereunder and shall transmit instructions, receive information, and communicate Aviation Authority's policies and decisions to Consultant regarding such Services. Either party may change the designee or address for notices by written notice given in accordance with the terms of this Section 24.

***[The remainder of this page is intentionally blank.]***

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first mentioned above.

**"AVIATION AUTHORITY"**

ATTEST

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[Official Seal]

**"CONSULTANT"**

**UNISON, CONSULTING INC.**

ATTEST

By: *G. V. Chappell*  
Gregory V. Chappell

By: *A. Q. Drake*  
Anthony Q. Drake

Title: Chief Financial Officer

Title: Executive Vice President

Date: September 23, 2022

Date: September 23, 2022

[Corporate Seal]



Approved as to Form and Legality  
this 5 day of October 20 22  
Nelson Mullins Riley & Scarborough, LLP  
By: *Joe Macker*  
Greater Orlando Aviation Authority

## **Exhibit "A" – Scope of Work/Services**

- A.** Consultant will be required to advise the Aviation Authority, or its representatives, in matters involving concessions, including, but not limited to, food and beverage, news and sundries, specialty retail, and duty free/duty paid, to provide a master concessions plan which will include an evaluation of existing and future facilities and recommendations that will support the development of the Airport. The Services to be performed shall include, but are not limited to, the following:
1. Advising the Aviation Authority on areas of opportunity to implement new or improved concepts for the Authority's concessions program.
  2. Providing researched trend analysis of concessions concept recommendations to meet the Aviation Authority's priorities such as customer service, blending national and local concepts, and creating a sense of place.
  3. Assisting the Aviation Authority in evaluating new concessions space and current concessions space and mapping future best use in consideration of adjacencies.
  4. Assisting the Aviation Authority to identify how to efficiently establish and adjust the amount of concessions space to the amount that is in line with the Aviation Authority's current and future traffic levels.
  5. Analyzing statistics of the current concessions program including passenger traffic flow, sales, square footage, and sales per enplanement, rents, fees, and charges.
  6. Assisting the Aviation Authority in implementing the approved Concessions Plan in the North Terminal to include, but not be limited to, solicitation support, proposal development and evaluation, proforma template development and evaluation, and other concession services.
  7. Arranging for the retention of other professional consultants as may be needed and approved by the Aviation Authority.
  8. Providing such other concessions advice and services to the Aviation Authority as is deemed necessary and approved by the Aviation Authority.

**B. Additional Services**

If during the Agreement period, Additional Services are needed beyond the Scope of Services, the Consultant may, at the option of the Aviation Authority, be engaged to perform these services based on the Hourly Rates provided in the Consultant's Fee Form submitted with its response. All Additional Services shall be documented by engagement memoranda to be approved by the Aviation Authority by issuing an Amendment to this Agreement. Additional services to be provided by the selected Proposer may include, but are not limited to, the following expanded areas of services:

1. Concessions Program Planning
2. Concessions Program Goals
3. Multi-Terminal Environment
4. Domestic and International Market
5. Competing Stakeholder Demands
6. Assessment of Customer Satisfaction
7. Concessions Market Capacities
8. Financial Forecasting
9. Sales and Revenue Development
10. Strategic Marketing
11. Site Evaluations
12. Brand Development
13. Concept Integration
14. Interactive Retail Technology
15. Pop-up Retail
16. Store Merchandising
17. Point of Sale Integration
18. Entertainment Concessions
19. Concessions Mapping (the actual layout of where shops should be located)
20. Development of a Master Concessions Plan for the Airport

**C. Non-Exclusive Services**

This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the Aviation Authority reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.



**Exhibit “B” – Schedule of Fees**

Each Proposer must provide an Hourly Rate for services as specified in the Scope of Services, which shall include but not be limited to labor, and overhead cost for providing concession consulting services.

Fees will be invoiced on a monthly basis. The Aviation Authority shall be required to pay fees only to the extent that the services associated with such fees are requested by the Aviation Authority and are performed to the Aviation Authority’s satisfaction. Compensation for the renewal option period will be determined at the time of the renewal and shall be acceptable to both parties.

<b>TITLE OF ENGAGEMENT TEAM MEMBER</b>	<b>YEAR ONE HOURLY RATE</b>	<b>YEAR TWO HOURLY RATE</b>	<b>YEAR THREE HOURLY RATE</b>
Principal	\$295.00	\$304.00	\$313.00
Partner	\$290.00	\$299.00	\$308.00
Sr. Manager	\$245.00	\$252.00	\$260.00
Manager	\$225.00	\$232.00	\$239.00
Senior Consultant	\$210.00	\$216.00	\$223.00
Consultant	\$205.00	\$211.00	\$217.00
Staff	\$100.00	\$103.00	\$106.00

**OTHER EXPENSES:**

Each Proposer shall provide its fixed rates for reimbursable expenses provided that the Aviation Authority shall be required to pay for such expenses only to the extent such expenses are reasonable and are incurred in connection with services requested or authorized in writing by the Aviation Authority.

<b>OTHER EXPENSES</b>	<b>YEAR ONE FIXED RATE</b>	<b>YEAR TWO FIXED RATE</b>	<b>YEAR THREE FIXED RATE</b>
Copies	<u>\$100.00/ per Report</u>	<u>\$103.00/ per Report</u>	<u>\$106.00/ per Report</u>
Overnight Mail	<u>\$150.00/ per Report</u>	<u>\$155.00/ per Report</u>	<u>\$160.00/ per Report</u>

**Exhibit "C" - Insurance**

<u>Type</u>	<u>Amount</u>
Professional Liability Insurance	\$1,000,000
General Liability Insurance	\$1,000,000
Errors and Omissions Coverage	\$500,000
Automobile Liability	\$100,000/\$300,000/\$50,000
Workers Compensation	Statutory limits
Employers Liability	\$100,000 each accident, \$500,000 disease policy limit \$100,000 disease each employee

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 Aviation Authority's Chief Executive Officer. The above deductible limits may be exceeded if the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Contractor pay the deductible prior to its insurer's payment of the claim.

Additional Insured Endorsement. Contractor agrees and shall cause the Aviation Authority and the City and their members (including, without limitation, members of the Aviation Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insureds under such policy or policies of commercial general and automobile liability insurance.

If coverage is on a claims-made basis, Consultant will maintain coverage applicable to the Services performed for two (2) years after expiration of the Agreement.

Insurers shall be licensed to transact insurance in the State of Florida. This requirement may be waived in the sole discretion of the Aviation Authority's Chief Executive Officer if the insurer is rated by A.M. Best at A-/VIII or better.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/22/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

<b>PRODUCER</b> C.D. Rigdon Associates, Ltd. 24117 W. 103rd Street, Suite J Naperville IL 60564		<b>CONTACT NAME:</b> Christopher Rigdon <b>PHONE (A/C No. Ext):</b> (630) 696-4043 <b>FAX (A/C No.):</b> (630) 696-4143 <b>E-MAIL ADDRESS:</b> christ@cdrigdon.com	
<b>INSURED</b> Unison Consulting, Inc. 150 North Michigan Avenue Suite 2930 Chicago IL 60601		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Continental Casualty Company 20443 <b>INSURER B:</b> Travelers Property Casualty Co. 25674 <b>INSURER C:</b> Lloyd's of London <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

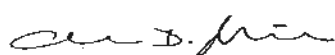
COVERAGES CERTIFICATE NUMBER: CL12122104610 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <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"/> Cross Liability/Separation GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			4029345135	8/12/2022	8/12/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OPAGG \$ 4,000,000 VALUABLE PAPERS \$ 25,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			4029345135	8/12/2022	8/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4029345183	8/12/2022	8/12/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N			UB-1J212771	6/5/2022	6/5/2023	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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
A	<b>PROFESSIONAL LIABILITY</b>			652275226	10/24/2021	10/24/2022	Each Claim/Aggregate Limit = \$5,000,000
C	<b>CYBER LIABILITY</b>			DNACL0003100	7/15/2022	7/15/2023	Each Claim Limit = \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: PS-B-713 Concessions Consultant Services

The Aviation Authority and the City of Orlando and their members (including, without limitation, members of the Aviation Authority's Board and the City's Council and member 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.

<b>CERTIFICATE HOLDER</b>  Greater Orlando Aviation Authority 8652 Casa Verde Road Building 811 Orlando, FL 32827-4338	<b>CANCELLATION</b>  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  C Rigdon/CHRIS 
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## Marie Dennis

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**From:** Sharda Sanassi  
**Sent:** Monday, October 24, 2022 10:56 AM  
**To:** GOAA Designees; Directors and Aides; Finance  
**Cc:** Zaira Rodriguez  
**Subject:** Designee for Chief Financial Officer - Ms. Kathleen Sharman

Good Morning,

Please be advised that Ms. Kathleen Sharman, Chief Financial Officer, will be out of the office from Monday, October 24 (noon) to Friday, October 28 and is expected to return on Monday, October 31, 2022. During her absence, Ms. Marie Dennis, Director of Finance, will be her designee. Ms. Dennis can be reached at [marie.dennis@goaa.org](mailto:marie.dennis@goaa.org) or (407) 825-3590.

Thank you for your time.

Best Regards,

*Sharda Sanassi*

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