

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/06/2022

Contract/Lease Control #: C22-3170-AP

Procurement#: RFP AP 04-22

Contract/Lease Type: CONTRACT

Award To/Lessee: BAGGAGE AIRLINE GUEST SERVICES (B.A.G.S.)

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/05/2022

Expiration Date: 3 YEARS W/2 (1) ONE YEAR RENEWALS

Description of Contract/Lease: CONCIERGE SERVICES AT VPS

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-689-7160

Monitor's FAX # or E-mail: TSTAGE@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C22-3170-AP Tracking Number: 4572-22
 Procurement/Contractor/Lessee Name: B.A.G.S. Grant Funded: YES ___ NO X
 Purpose: Concierge Services for Destin-Fort Walton Airport (VPS)
 Date/Term: 3 years w/ (2) 1-yr renewals 1. GREATER THAN \$100,000
 Department #: 4202 2. GREATER THAN \$50,000
 Account #: 534422 3. \$50,000 OR LESS
 Amount: Est: \$1,500,000⁰⁰
 Department: Airport Dept. Monitor Name: Tracy Stage

Purchasing Review

Procurement or Contract/Lease requirements are met:
Jessica Darr Date: 1 April, 2022
 Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: NA Not Applicable Grant Name: NA
NA Date: NA
 Grants Coordinator

Risk Management Review

Approved as written: Kristy Hofria See Email at 2:01 pm Date: 2 March, 2022
 Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: Lynn Hoshihara See Email at 8:02 AM Date: 10 March, 2022
 County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: Alyson Oury See Email at 3:48 AM Date: 15 March, 2022

IT Review (if applicable)

Approved as written: NA Not Applicable Date: NA

Jesica Darr

From: Lynn Hoshihara
Sent: Thursday, March 10, 2022 8:02 AM
To: Jesica Darr; Kerry Parsons
Cc: Mike Stenson; Allyson Oury
Subject: Re: Please approve by 9 March RFP AP 04-22 Concierge Services at VPS

This is approved as to legal sufficiency.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Jesica Darr
Sent: Thursday, March 10, 2022 7:41:08 AM
To: Kerry Parsons
Cc: Lynn Hoshihara; Mike Stenson; Allyson Oury
Subject: RE: Please approve by 9 March RFP AP 04-22 Concierge Services at VPS

Kerry,

Good Morning, Ma'am !

We are checking in on the status of the legal review and approval of the B.A.G.S. contract for the Concierge Services for the Airport.

Please advise.

Thank you!

Respectfully,

Jesica



Jesica Darr

From: Kristina LoFria
Sent: Wednesday, March 2, 2022 2:01 PM
To: Jesica Darr
Subject: RE: Please approve by 9 March RFP AP 04-22 Concierge Services at VPS

Jesica,

Good afternoon, this is approved for insurance purposes only.

Thank You

Kristy LoFria

Okaloosa County BCC-Risk Management
Public Records & Contract Specialist
302 N Wilson St Suite 301
Crestview, Florida 32536
klofria@myokaloosa.com
850-689-5979



For all things Wellness please visit:

<http://www.myokaloosa.com/wellness>

"When the winds of adversity blow against your boat, just adjust your sail."

"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost

Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Jesica Darr <jdarr@myokaloosa.com>
Sent: Wednesday, March 2, 2022 1:54 PM
To: Kerry Parsons <kparsons@myokaloosa.com>; Kristina LoFria <klofria@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: Please approve by 9 March RFP AP 04-22 Concierge Services at VPS

Good Afternoon, All !

Jesica Darr

From: Allyson Oury
Sent: Tuesday, March 15, 2022 3:48 PM
To: Jesica Darr
Cc: Mike Stenson
Subject: RE: Please approve by 9 March RFP AP 04-22 Concierge Services at VPS
Attachments: RFP AP 04-22 BAGS Contract Agenda Item.docx

Thanks, Jesica. Looks fine – I filled in the financial pieces. Please ensure Tracy is in the MT review queue.

Allyson Oury, CPA
Airports Chief Financial Officer
Okaloosa County

From: Jesica Darr
Sent: Tuesday, March 15, 2022 3:12 PM
To: Allyson Oury <aoury@myokaloosa.com>
Cc: Mike Stenson <mstenson@myokaloosa.com>
Subject: RE: Please approve by 9 March RFP AP 04-22 Concierge Services at VPS

Allyson,

Good Afternoon !

Please see the attached agenda item for the B.A.G.S. Concierge services contract. Please feel free to mark up the document. DeRita said that the amount can be the budgeted figure as an estimation.

Currently, the contractor is reviewing the contract for signature. I requested it be returned no later than this Thursday, 17 March. Please remember I'll be out of the office on Friday. I'll ensure to follow up with them when I return.

Thank you! Have a good day!

Respectfully,

Jesica

From: Allyson Oury
Sent: Tuesday, March 15, 2022 10:01 AM
To: Jesica Darr <jdarr@myokaloosa.com>
Cc: Mike Stenson <mstenson@myokaloosa.com>
Subject: RE: Please approve by 9 March RFP AP 04-22 Concierge Services at VPS

Jesica,

Okaloosa County Purchasing Department Request for Solicitation

NOTE: The information below is required. This form must include Scope of Work (SOW) or Purchasing cannot begin the solicitation process.

Solicitation Title: Concierge Services for the Destin-Fort Walton Beach Airport

Date: July 20, 2021

Requesting Department: Airports

Department Point of Contact: Mike Stenson (850) 978-3876/ mstenson@myokaloosa.com

Solicitation Type

Construction Engineering Specification Service Prof Service General

Invitation to Quote (ITQ): Requires at least three quotes and is based on lowest most responsive price. (Under \$50,000)

Invitation to Bid (ITB): Based on lowest most responsive price. (Over \$50,000)

Request for Proposal (RFP): Based on qualifications and price.

Invitation to Negotiate (ITN): Based on qualifications and price/uses negotiations to receive the best responses.

Request for Qualifications (RFQ): Based on qualifications only. Florida CCNA or Federal Brooks Act may apply. CCNA compliance Applies to Engineers, Architects, and Surveyors.

Compliance with Florida's CCNA or the Federal Brooks Act required? Yes No

Is there a schedule deadline for delivery/completion or phases/milestones? Please specify: Start contract on Jan 1, 2022.

(Schedule of phases and milestones are aligned to a work breakdown structure and are included in the SOW)

Pre-Bid Meeting: Yes No **Mandatory:** Yes No

Bonding Required: Yes No **Bond Type (performance, bid, etc):** _____

Liquidated Damages/Retainage: No

List previous/current contract number and expiration date (if applicable).

Okaloosa County Purchasing Department Request for Solicitation

NOTE: The information below is required. This form must include Scope of Work (SOW) or Purchasing cannot begin the solicitation process.

Budget and Funding Information

Funding Source? Please specify Funding Type (COUNTY, FEMA, FAA, FTA, FDOT, Grants, etc.): County

Grant Funded/Reimbursable Yes ___ No If the project is grant funded, please list the name of grant/number of grant?

Project Number, if applicable: _____

| Department | Account Number | Amount |
|------------|------------------|-------------|
| 4202 | 534422 | \$1,312,000 |
| | | |
| | | |
| | Estimated Budget | \$1,312,000 |

Independent Cost Estimate (ICE) accomplished and provided? Yes ___ No

Scope of Work Development

Intent/Scope of Work Summary Statement (Attach Word® format document if required):

See attached

Specify Insurance Requirements: Per Risk Management requirements.
(Choose from the risk management template choices)

Specify Terms of Resulting Contract/Agreement: 3 year term with two (2) one year renewals
(Term of performance - usually 3 years with two 1 year renewals)

IT requirements: ___ Yes No. If yes, please have IT sign off on scope prior to submittal to Purchasing. _____

Okaloosa County Purchasing Department Request for Solicitation

NOTE: The information below is required. This form must include Scope of Work (SOW) or Purchasing cannot begin the solicitation process.

| |
|--------------------------------------|
| Potential Vendors for Project |
|--------------------------------------|

Crowne Aviation Services

Bags, Inc.

Purchasing Official Use Only: Signature _____ Date: _____

Assigned to: _____



Board of County Commissioners Purchasing Department

State of Florida

Date: January 7, 2022

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
RFP AP 04-22

Concierge Services at Destin-Fort Walton Beach Airport (VPS)

Okaloosa County would like to thank all businesses, which submitted responses to Concierge Services at Destin-Fort Walton Beach Airport (VPS). (RFP AP 04-22)

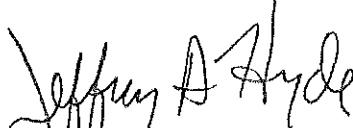
After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

Baggage Airline Guest Services, Inc.
6751 Forum Dr., Suite 200
Orlando, FL 32821

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,


Jeffrey Hyde
Purchasing Manager



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

BAGGAGE AIRLINE GUEST SERVICES, INC.

Filing Information

| | |
|-----------------------------|-----------------------|
| Document Number | P01000035039 |
| FEI/EIN Number | 59-3735045 |
| Date Filed | 04/03/2001 |
| State | FL |
| Status | ACTIVE |
| Last Event | NAME CHANGE AMENDMENT |
| Event Date Filed | 05/31/2001 |
| Event Effective Date | NONE |

Principal Address

200 East Randolph Street
Suite 7700
Chicago, IL 60601

Changed: 04/28/2020

Mailing Address

200 East Randolph Street
Suite 7700
Chicago, IL 60601

Changed: 04/28/2020

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 09/06/2019

Address Changed: 09/06/2019

Officer/Director Detail

Name & Address

Title Director

Baumann, G Marc
200 East Randolph Street
Suite 7700
Chicago, IL 60601

Title President

Miles, Bob
5431 Forum Drive
STE 200
ORLANDO, FL 32821

Title Treasurer

Roy, Kristopher
200 E Randolph Ste 7700
Chicago, IL 60601

Title Chief Legal Officer, Secretary

Vig, Ritu
200 E Randolph Ste 7700
Chicago, IL 60601

Annual Reports

| Report Year | Filed Date |
|--------------------|-------------------|
| 2019 | 01/07/2019 |
| 2020 | 04/28/2020 |
| 2021 | 04/20/2021 |

Document Images

| | |
|--|--|
| <u>04/20/2021 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>04/28/2020 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>09/06/2019 -- Reg. Agent Change</u> | View image in PDF format |
| <u>01/07/2019 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>12/03/2018 -- AMENDED ANNUAL REPORT</u> | View image in PDF format |
| <u>02/27/2018 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>01/17/2017 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>01/27/2016 -- Reg. Agent Change</u> | View image in PDF format |
| <u>01/20/2016 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>02/17/2015 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>05/22/2014 -- Reg. Agent Change</u> | View image in PDF format |
| <u>04/22/2014 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>04/19/2013 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>04/20/2012 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>06/07/2011 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>03/25/2011 -- ANNUAL REPORT</u> | View image in PDF format |

| | |
|--|--|
| <u>01/15/2010 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>03/27/2009 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>01/14/2009 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>04/17/2008 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>08/30/2007 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>03/21/2006 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>06/27/2005 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>03/23/2004 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>08/14/2003 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>05/28/2002 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>05/31/2001 -- Name Change</u> | View image in PDF format |
| <u>04/03/2001 -- Domestic Profit</u> | View image in PDF format |

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND BAGGAGE AIRLINE GUEST SERVICES, INC. (B.A.G.S.)
CONTRACT ID RFP AP 04-22**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this 5th, day of April, 20 22, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and Baggage Airline Guest Services, Inc. (B.A.G.S.), a Florida Profit Corporation authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 16-1171179.

RECITALS

WHEREAS, the County is in need of a contractor to provide all scope of services as required within Attachment "A"- Procurement RFP AP 04-22 and Contractor's Response ("Services"); and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County issued a Request For Proposal (RFP) to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor's response to the procurement is included as Attachment "A"; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County, in accordance with Attachment "A" Procurement RFP AP 04-22 and Contractor's Response and "B"- Staffing and Pricing Schedule as further detailed below.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment "A" – Procurement RFP AP 04-22 and Contractor's Response;
Attachment "B" – Staffing and Pricing Schedule;
Attachment "C" – Insurance Requirements;
Attachment "D" – Scrutinized Companies Certification

2. Services. Contractor agrees to perform and adequately staff the following services, to include but not limited to: curbside associate, wheelchair service associate, exit lane monitor, baggage handling associate, escort services, passenger ambassador services. The Services to be provided are further detailed within the Procurement RFP AP 04-22 and Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified

**CONTRACT #: C22-3170-AP
BAGGAGE AIRLINE GUEST SERVICES (B.A.G.S.)
CONCIERGE SERVICES AT VPS
EXPIRES: 3 YEARS W/ 2 (1) ONE YEAR
RENEWALS**

representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

- a. The Respondent will provide one (1) person positioned at the airport exit lane in the main terminal and one (1) person positioned at the exit lane in Concourse C to assure no person breaches security by entering the sterile area of the terminal. The passengers leave through the exit door and are not allowed to re-enter the door. These positions will be staffed continuously from the time the airport opens each morning until the last aircraft arrives and the last passenger has exited the main terminal and Concourse C, seven (7) days a week, 365 days a year. Airport security training will be provided initially and on a quarterly basis.

The Respondent shall pay any fines or costs levied by T.S.A. (Transportation Security Agency) for any uncontrolled security breach that occurs at the exit door.

- b. The Airport has the right to increase or decrease staffing, at any time, as needed and instructed by the Airport Director.
- c. The contractor's staff shall be trained and cross utilized in other positions, on an as needed basis and be flexible to meet the demands.

3. Term and Renewal. The term of this Agreement shall begin upon effective date of contract signature and shall continue for a period of three (3) years from the date of full execution of this Agreement, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to two (2), one (1) year renewals.

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in accordance with the proposed staffing schedule and pricing schedule listed within Attachments "A" Procurement RFP AP 04-22 and Contractor's Response and "B"- Staffing and Pricing Schedule.

- a. Contractor shall submit an invoice to the County on a monthly basis. The invoice shall be detailed and itemized by services provided and indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.
- b. The contractor shall invoice the County for actual labor costs incurred, in accordance with Attachments "A" Procurement RFP AP 04-22 and Contractor's Response and "B"- Staffing and Pricing Schedule.

- c. The Airport Director shall have flexibility to adjust minimum labor rate pay, anytime during the period of performance, due to market conditions not to exceed \$25.00 per hour. Any costs exceeding this dollar figure shall be approved by the Okaloosa County Board of Commissioners.
- d. Disbursement. Check one:
 - There are no reimbursable expenses associated with this Agreement.
- e. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- f. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

- a. The County will provide ample space for staging of wheelchairs and luggage.
- b. The County will provide reasonable work space for the contractor to conduct administrative tasks.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "C" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor ten (10) days to cure such default. If the default remains uncured after ten (10) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the

pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. 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 County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall 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 the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., SUITE 301 CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

10. Audit. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

| | | |
|------------------------------|---|---|
| If to the County: | Tracy Stage, Airport Director 1701 State Road 85 North Eglin, A.F.B. 32542-1498 TStage@myokaloosa.com | With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070 |
| If to the Contractor: | Bob Miles, President 6751 Forum Drive, Suite 200 Orlando, FL 32821 bmiles@maketraveleasier.com | |

12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

a. Compliance with Regulations: The Contractor 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 and attached hereto as Attachment "C".

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, 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.

c. Solicitations for Subcontracts, including Procurements 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.

d. 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 County or other governmental entity 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 County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, 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 County 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 County to enter into any litigation to protect the interests of the

County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

17. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

18. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

19. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

20. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

21. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

22. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "E". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

23. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

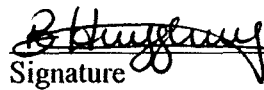
24. **Severability.** If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

25. **Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.


26. **Representation of Authority to Contractor/Signatory.** The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS:



Signature

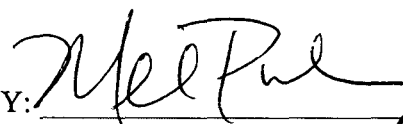
Bianca Huyghuy
Print Name

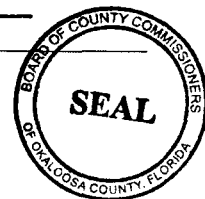
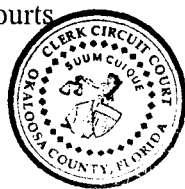
BY: 
Mr. Bob Miles, President

ATTEST:

OKALOOSA COUNTY, FLORIDA


J.D. Peacock II, Clerk of Courts

BY: 
Mel Ponder, Chairman





**RFP AP 04-22
Concierge Services for
Destin-Fort Walton Airport (VPS)
ATTACHMENT "A"-
Procurement RFP AP 04-22
and Contractor's Response**

REQUEST FOR PROPOSALS ("RFP") & RESPONDENT'S ACKNOWLEDGEMENT

**RFP TITLE:
CONCIERGE SERVICES AT DESTIN- FORT WALTON
BEACH AIRPORT (VPS)**

**RFP NUMBER:
RFP AP 04-22**

ISSUE DATE: October 04, 2021 8:00 A.M. CST
LAST DAY FOR QUESTIONS: October 19, 2021 3:00 P.M. CST
RFP OPENING DATE & TIME: November 02, 2021 3:00 P.M. CST


NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this RFP are incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be submitted electronically by the time and date listed above. Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME Baggage Airline Guest Services, Inc.
MAILING ADDRESS 6751 Forum Dr, Suite 200
CITY, STATE, ZIP Orlando, FL 32821
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 16-1171179
TELEPHONE NUMBER: 407-849-0670 **EXT:** _____ **FAX:** _____
EMAIL: bmiles@marketaveleasier.com

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE:  **TYPED OR PRINTED** Bob Miles
NAME
TITLE: President **DATE:** 10-29-2021

NOTICE TO RESPONDENTS
RFP AP 04-22

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept bids until 3:00 p.m. (C.S.T.) November 02, 2021, for the Concierge Services at Destin- Fort Walton Beach Airport (VPS).

Interested respondents desiring consideration shall submit their response online at Vendor Registry through the link provided below:

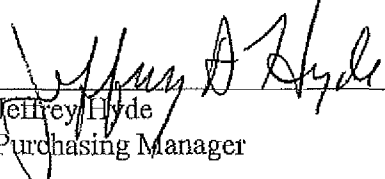
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Unless otherwise stipulated in the proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until 3:00 p.m. (C.S.T.) November 02, 2021, at which time all bids that are timely submitted will be opened and reviewed.

The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting Agreement that is in its best interest and its decision shall be final.

For solicitation information, please contact:

Jesica Darr, Contracts and Leases Coordinator
jdarr@myokaloosa.com , 850-689-5960



Jeffrey Hyde
Purchasing Manager

09/30/21

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS
CAROLYN N. KETCHEL, CHAIRMAN

BACKGROUND

The Destin – Fort Walton Beach Airport is a joint-use airport located on Eglin Air Force Base and is a small hub facility that provides air transportation from Tallahassee, FL to Mobile, AL. Currently, five commercial airlines operate from the Airport, carrying about 1,800,000 passengers per year. This traffic consists mainly of originating and departing passengers utilizing fifty-four daily flights offered by Allegiant, American, Delta, United and Southwest Airlines. Since 2016, VPS has been the fastest growing airport in the Country with a total passenger increase of 44%. The passenger terminal consists of a two-level main terminal building containing various passenger and baggage process facilities, including ticketing and baggage check-in, baggage claim, baggage make-up, and concessions. Ticketing, baggage check-in, baggage claim, and certain concessions such as the rental cars are on the first floor. Food, beverage, news, and gifts concessions are located on the first and second floors. Concourse C is currently under construction and will be a stand-alone facility opening in Spring 2022 with five (5) Holdrooms and ground level passenger boarding.

CONCIERGE SERVICE

The Respondent and its employees will be a Liaison for passengers and guests. At all times while on duty at the airport, the Respondent's employees will have the duty to monitor and keep all passengers and guests informed of the most current flight information and on parking, curbside, terminal and other changes during any and all construction phases. Employees will have high grooming and etiquette standards and their primary role is to aid and provide information through their expert knowledge of the passenger journey to ensure the service is delivered to the highest level. The minimum requirement for satisfactory customer service response time, assistance and employee behavior in its efforts to perform all scope of services will be established and relayed to the Respondent by the Airport Director or Airport designee and as outlined within scope of services.

SCOPE OF SERVICES

a. Curbside Associate – Greet passengers at the terminal curb and provide assistance with their baggage, if requested and as needed. Load bags onto cart and transport from the curb to the appropriate airline ticket counter for processing. No curbside “check-in” services are provided however, this could become a requested and added service in the future.

b. Wheel Chair Service Associate – Provide staffing in advance of all flight departures and arrivals seven (7) day a week, 365 days a year. When notified by passengers or airlines, assist passengers who require transport to and from the curb to their airline ticket counter or gate. Staffing levels will be determined by Airport staff and based on flight activity. Must maintain a response time of less than five (5) minutes from the time of request for service.

c. Exit Lane Monitor – Provide staffing for control of the passenger exit lane with one (1) person positioned at the airport exit lane in the main terminal and Concourse C to assure no person breaches security by entering the sterile area of the terminal. This position will be staffed continuously from the time the airport opens each morning until the last aircraft arrives at night and

the last passenger has exited the terminal, (7) seven days a week, 365 days a year. Airport security training will be provided by Airport staff.

d. Baggage Handling Associate – Contractor will provide a minimum of one (1) person positioned in the baggage handling system room, one (1) person positioned at the exterior baggage carousels and one (1) person positioned at the bag belts in the ticketing lobby to assist in the processing of baggage and to free any baggage jam prior to the EDS machines and following belt system and baggage carousels. This requirement will be staffed continuously for two (2) hours prior to the first departing flight until thirty (30) minutes prior to the last departure of each day, seven (7) days a week, 365 days a year. Staffing levels may be adjusted by Airport staff based on seasonality and aircraft departure activity.

e. Escort Services – Provide staffing to escort non-badged individuals into the secured area of the terminal on an as needed basis at the direction of Airport staff.

f. Passenger Ambassador Services – Provide staffing for front line customer service to passengers at designated locations as directed by airport staff. Ambassadors will ensure passengers are prepared to process through TSA Checkpoints and assist in the efficient movement of passenger processing. Provide customer service in baggage claim for all arriving flights and provide any ground transportation assistance. Ambassadors will be required to assist in collection of baggage carts between flights and collect debris and perform minor cleaning of assigned locations to include observe and report areas requiring housekeeping's attention. Staffing levels and times will be determined by Airport staff based on seasonality and frequency of flights.

Services Required for Concierge Contractor at Destin-Fort Walton Beach Airport

1. All personnel will wear a clean uniform, of a color and style approved by the Airports Director. Uniforms and employees should be neat in appearance at all times. Personnel will wear visible Airport identification and name tag on the uniform that clearly shows the company logo and the name of the employee.
2. All personnel shall practice good hygiene and present a positive image for the Airport.
3. The Airport Director will have flexibility to adjust minimum labor rate pay, due to market conditions not to exceed \$21.00 per hour.
4. Personnel are not permitted to have visible body piercings and tattoos shall be covered up with clothing or uniform approved by the Airport.
5. Contractor will furnish the necessary number of baggage carts or other equipment required by the Airport to transport baggage to include luggage carts, wheel chairs and hand-held communication radios for each employee. The Airport will provide reasonable space for the storage of Contractor's luggage carts and other equipment. Contractor will store carts in the space provided when baggage carts or equipment are not in use.
6. Contractor will provide for sufficient number of personnel on duty seven (7) days a week, 365 days per year, as determined by Airport staff.

7. Personnel will politely meet and greet the traveling public and carry or otherwise transport baggage to and from the outside curbside, ticket counter area, and baggage claim area of the terminal building.

8. Personnel are prohibited at all times from suggesting or soliciting to the traveler a fee for services rendered. Only personnel providing outside curbside assistance and wheelchair services may accept voluntary gratuities offered by the traveling public for services rendered without any such solicitation.

9. Personnel should be physically able to perform lifting up to fifty (50) pounds, pushing, carrying, pulling, stooping, etc., in the process of handling baggage, wheel chairs, and carts and successfully pass all airline provided training.

10. Contractor is responsible and required to obtain any and all airline required specific training in the operation of wheel chair assistance or any other safety training and or best practices.

11. Contractor signage shall clearly and visibly identify the services provided and shall be subject to the approval of the Airports Director.

12. All employees shall be required to be badged at a level meeting the requirements to operate in the Security Identification Display Area (SIDA).

13. The Airport will not provide equipment for airline curbside check-in or passenger boarding, but such equipment may be offered by the airlines and such services to be provided by the Contractor.

14. Contractor will provide electronic time and attendance system capable of minimizing time clock fraud.

15. The use of personal cell phones, electronic devices or reading material while on duty will be restricted for use unless directly related to the performance of assigned responsibilities, duties and services.

16. Provide and document annual position specific training for each specialty and include the following areas: Customer Service, Safety & Security, Conflict Resolution and Complaint Escalation Plan and Prohibited Harassment Training.

17. Contractor shall have a manager on-duty, during the hours as determined by the Airport based on passenger demand and shift supervisors when the manager is not on duty.

18. Contractor must have minimum of (5) five years airport related experience.

PERFORMANCE GUARANTEE

The successful Respondent will be required to deposit with the County a Performance Guarantee in the form of a Performance Bond, Letter of Credit, or certified cashiers check in the amount of \$300,000.00. to cover the first year period of performance. The Performance Security must be submitted to the County prior to execution of the contract. The amount in future years will be set at the projected costs/budget submitted by the successful Respondent to the County for each subsequent year.

TERM

The contract period is (3) three-year term with the option for two (2), one (1) year renewals.

1. Base Term: The Base Term of this Agreement shall commence after all applicable parties have signed the contract and shall remain in effect for three (3) years from the commencement date, unless terminated earlier as provided for in the contract. The successful Respondent will be responsible for providing continuous services 24 hours per day, 7 days per week, every day of the year.
2. Renewals: The term of this contract will be for three (3) years. The County reserves the right to renew this contract for two (2) one year contract periods. Renewal of the contract period shall be recommended at the County's discretion and executed upon written agreement by both parties.
3. Holding Over: In the event the Base Term expires and the Renewal is not exercised or a new Agreement has not been executed by the end of the executed final Renewal period, then at the sole discretion and upon written consent of the County, this Agreement shall continue in effect on a month-to-month basis under the terms and conditions set forth in this Agreement subject to the adjustment of the hourly employee rate to be established at the sole discretion of the County. The consent of the County to continue operating on a month-to-month basis may be terminated upon thirty (30) days' written notice to Respondent.

COST

Labor- For all labor rates proposed and provided by the successful Respondent, the stated labor costs listed below, will be the minimum labor rate paid to each of the Respondent's employees for each position by the Respondent. Pay records will be subject to audit by the County.

The **minimum** labor rate paid to the employee by the Respondent, for each position title, will be as follows:

| | |
|---|-----------------------|
| a) Manager | \$42,000 per year |
| b) Shift Supervisor | Rate Per Hour \$14.50 |
| c) Wheel Chair Service Associate | Rate Per Hour \$10.00 |
| d) Exit Lane Monitor | Rate Per Hour \$14.00 |
| e) Baggage Handling Associate | Rate Per Hour \$14.00 |
| f) Curbside Associate | Rate Per Hour \$10.00 |
| g) Passenger Ambassador/Escort Services | Rate Per Hour \$14.00 |

Overhead Fee- Respondents shall clearly state in their proposals the overhead fee as a percentage that will be applied for the direct labor for each position title proposed

Profit Percentage- Respondents shall clearly state in their proposals the profit as a percentage that will be applied for the direct labor for each position title proposed

The overhead fee percentage and profit percentage shall be proposed as separate costs and shall not be added into each other, ie: the proposed overhead fee % should not contain a profit cost included. Also, the proposed profit % should not contain an overhead fee cost included.

AN ANNUAL COST OF LIVING INCREASE OF UP TO THREE PERCENT WILL BE CONSIDERED.

ANY INCREASE IN PAY RATES MUST BE SUBMITTED ANNUALLY TO THE COUNTY WITH THE BUDGET AND APPROVED BY THE AIRPORTS DIRECTOR. IT SHALL BE SUBMITTED BY NOVEMBER 30 OF EACH YEAR.

For any services performed for tenants that are not part of the County's scope of work, Respondent must utilize separate staff that must wear an alternative uniform and cannot be accomplished during the scheduled work time for any of the successful Respondent's County base service staff.

Equipment and Materials: The successful Respondent will also provide all equipment and materials required to effectively provide all scope services to include, but not limited to: wheelchairs, signage, radios, baggage handling equipment, extension cords, carts, debris collection supplies and uniforms. The County shall not be responsible for equipment rental fees/payment or equipment failure. Respondent shall, at its sole risk and expense, be responsible for the purchase and dispensing of all equipment items and materials required to effectively perform the scope of services.

STAFFING AND FIRST YEAR STAFF PROJECTIONS

Respondents shall include in their proposal the recommended staffing plan (number of positions) by shift by position, pay rates and benefit costs. The recommended staffing plan will include proposed coverage plans to include staffing for sick calls, holidays, vacations, etc. Staffing reports including authorized staffing and actual staffing along with financial performance for the month and year to date will be presented to the Airport Point of Contact, as requested.

Existing Condition Fluctuations

At any time during the Term of the Agreement, the County retains the right to review the staffing levels and schedules and make recommendations to increase or decrease either, as agreed upon in writing by both parties, while maintaining expected levels of service. Should the successful Respondent disagree with the County's recommendation, the County shall make the final determination at its sole discretion. Any increase or decrease in staffing shall include a corresponding increase or decrease to the cost of services provided based on the terms of the RFP.

Scope of Work and Frequency

Services must be adjusted during all shifts to accommodate irregular operations by the airlines and to create the most professionally accommodating environment possible when there are delays. The intent is for the Terminals to be fully staffed with applicable position labor personnel at the start of each operating day. The first and second shift work will hold a heavy emphasis on passenger ambassador, baggage handling, exit lane monitoring before, during, and after flight activity, while each requirement in the scope services may be required and performed.

Respondents shall include in their proposals an outline of each of the labor title positions' processes, frequency, and reporting methodology. The successful Respondent will be required to perform daily employee performance appraisals by the Manager and/or Supervisor on a form to be provided by the County noting any deficiencies and corrective actions to the Airports Director or designee. The Respondent is solely responsible for correcting employee deficiencies within a timely manner dictated by the Airports Director or designee and enforcing all employee corrective, disciplinary action. Such action is subject to the Airports Director or designee's instruction and directive when scope of services

are not meeting the Airports Director or designee's requirements for satisfactory customer service, response time, assistance and employee behavior.

START UP AND BADGING REQUIREMENTS

The General Manager to be assigned to the account must be approved by the Airport Director or designee within five (5) working days following the effective date of the fully executed contract. A minimum of thirty (30) calendar days prior to the commencement date, the successful Respondent shall submit to the County a complete set of operating procedures and training manuals. In addition, the final staffing plan shall be provided with the names of proposed candidates. **All employees shall undergo and pass a security background check to be allowed to work at the VPS Airport.** The VPS Airport will coordinate and administer the security threat assessment, also known as an employee background check, for each employee candidate. Each employee candidate shall be subject to fingerprinting. **Each employee shall obtain a security badge prior to commencement of work at the Airport and the badge holder must be in good standing in order to work at the Airport. No unbadged employees will be allowed in order to provide the operator the ability to cross utilize employees without the need for an escort.** The Respondent will pay for the badging process and badges, at a typical costs of \$60.00 per employee. Upon termination of employees, all badges must be returned to the Airport within twenty four (24) hours. Failure to do so will be grounds for Default under the Agreement. The County will coordinate with the successful Respondent to tour the facilities prior to the commencement date and to allow the successful Respondent to have employees access the space in a supervised condition prior to the commencement date. The County will make equipment storage space available up to one week prior to the commencement date to allow the successful Respondent to be able to have equipment and product delivered and staged prior to commencement. The successful Respondent will be responsible for providing qualified escorts for all unbadged support employees (i.e. corporate staff or other management of the successful Respondent), subcontractors, visitors, or vendors.

The successful Respondent shall submit a complete listing of all equipment and materials that will be used in completing the contract a minimum of thirty (30) days prior to the commencement date. The list should also identify the level of inventory that is going to be kept on site. The County will provide an area that may be used as the operations base and will allow for storage of products and equipment in various areas of the Concourses.

OPERATIONS AND SAFETY

1. The successful Respondent and/or subcontractors shall be responsible for the prompt repair or cost of repair of any damage at the Terminal caused by the successful Responder agents, employees, licensees, subcontractors, suppliers, and invitees. All repairs shall be conducted under the supervision of the appropriate County representative.
2. Piling of boxes, cartons, or similar items shall not be permitted in a public area.
3. The successful Respondent shall provide an overall safety plan for agreed services.
4. Provide safety, health, environmental plans and best practices, showing standards and measures to ensure continuous efforts to protect its employees, their working environment.
5. The successful Respondent will comply with all environmental, health, and safety laws and regulations to include proper hazmat regulations.

UNIFORMS

The successful Responder shall provide uniforms for all authorized on-duty staff performing services at the Airport. The uniforms shall include the logo of the operator and the employee's name. Uniforms are to be kept clean by the employee and worn out uniforms shall be replaced. For any special services work or work performed by a subcontractor, a different uniform must be worn by the staff performing those services.

REPORTS AND MEETINGS

The General Manager will be responsible for providing a weekly report on a form that is provided by the Airport. The General Manager will meet with the Airports Director and/or designee at a set time weekly to review the past week's performance, the expected activities for the upcoming week, review projected passenger loads and changes to airline schedules. On a quarterly basis, regional and/or corporate staff shall meet with the Airports Director and senior staff to review performance and to tour the facility to inspect service performance. A summary of the inspection results will be developed, and corrective actions taken.

SUBMISSION REQUIREMENTS

NOTE: Failure to provide all the required information, in the required format, may disqualify the contractor from further consideration.

The Respondent's proposal ***shall include*** the following:

1. Estimated number of employees per position
2. Overhead Fee as a Percentage for each Position Title
3. Profit as a Percentage for each Position Title
4. Include a sample daily duty schedule for all positions
5. Include a training plan for each position

EVALUATION CRITERIA

The County intends to award a contract resulting from this Request for Proposal to the responsive and responsible Respondent whose proposal is determined to be the most advantageous to the County taking into consideration the evaluation criteria set forth herein, or the evaluation criteria for oral presentations, if requested; however, the right is specifically reserved to reject any and all proposals. The County shall be the sole judge of whether or not a proposal meets the requirements of this Request for Proposal.

An evaluation committee has been established in order to review and evaluate all proposals (and any requested oral presentations) submitted in response to this Request for Proposal. Proposals will be reviewed and evaluated by the review committee based upon the evaluation criteria which are listed below in the order of their relative importance:

I. PREVIOUS EXPERIENCE

Respondent's successful experience providing and performing the duties outlined in the scope of services at other Airports. Proven success at other Airports similar in type and size. **(30 pts.)**

II. STANDARD OPERATING PROCEDURES (SOP)

Respondent's Standard Operating Procedures (SOP), to include the Quality of Professional Services and Customer Service Initiatives that will be Delivered. Respondent's ability and approach to effectively provide management to oversee operations on a day-to-day basis and operating procedures. Describe ability to provide and manage all positions required under the scope of services and how each position title will carry out its duties and tasks effectively and efficiently on a daily and weekly basis. Describe in detail the company's recruiting plan and staffing plan.

Provide a detailed description of the company's understanding of the scope, the ability and manner of how requested services will be provided; including (but not limited to) strategies, best practices [showing standards and measures], the ability and approach to effectively provide management to oversee operations on a day-to-day basis [how work is monitored, managed, completed].

Respondents shall include a detailed description of how they anticipate the recruitment of staff and management to complete the scope of services outlined. Information shall include sourcing, and a timeline for staffing. Respondents shall also include a detailed transition plan outlining plans for sourcing and availability of equipment.

This section should also include a detailed process for the chain of communication between supervision and employees, how customer complaints are handled, how management ensures staff will consistently comply with all standards of conduct, behavior to meet requirements of scope of services and the employee disciplinary procedures utilized.

The staffing plan shall also include a detailed outline the staffing levels for each shift to complete the services of the scope of services by day of week. Benefit programs for each position shall be identified along with a detail of whether the positions are full time or part time and what benefit package is included. This should be provided for each category of positions.

The contractor must include a staffing model that displays the following information for each position title: operational hours and number of employees for each block of operational hours, days of the week, total hours per week, total hours per month, bill rate and total monthly costs. See Sample staffing model, below, for an example to follow. These costs will be for informational purposes only. **(40 pts.)**

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SAMPLE – Staffing Model

** Sample is NOT inclusive. Sample is for guidance purposes only. Respondent must include all proposed position titles within the submitted staffing plan

| Position Title | Operational Shift | M | T | W | T | F | Sa | S | Total Hrs. Per Week | Total Hours Per Month | Bill Rate | Monthly Costs |
|----------------------------|-------------------|----|----|----|----|----|----|----|---------------------|-----------------------|-----------|--------------------|
| Manager & Supervisor | | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 112 | 448 | 23.00 | \$10,304.00 |
| Baggage Handling Associate | 0400-1200 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 56 | -- | --- | |
| | 1200-1800 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 49 | -- | --- | |
| | | | | | | | | | 105 | 420 | \$17.03 | \$32,132.10 |
| Curb Side Associate | 0400-1200 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 56 | | | |
| | 1200-1800 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 42 | | | |
| | | | | | | | | | 98 | 392 | \$12.42 | \$4,868.64 |
| Passenger Ambassador | 0400-1100 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 49 | | | |
| | 1100-1800 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 49 | | | |
| | | | | | | | | | 98 | 392 | \$17.03 | \$6,675.76 |
| | | | | | | | | | | | | <u>\$53,980.50</u> |

III. TRAINING PLANS FOR EACH POSITION

Respondents shall outline in detail the initial and recurrent training programs describing the source of the plan (i.e. on-line, other locations, management provided, etc.), how many hours are expected to be considered compliant, and methods for addressing non-compliant employees through training or coaching. (15 pts)

IV. OVERHEAD FEE PERCENTAGE AND PROFIT PERCENTAGE

Provide the percentage of overhead (i.e.: overhead fee as a percentage) that is applied over and above the direct labor costs for each labor category (i.e.: each labor position proposed). Cost reasonableness is evaluated.

Provide the percentage of profit that is applied over and above the direct labor costs for each labor category (i.e.: each labor position proposed). Cost reasonableness is evaluated. (10 pts.)

V. PROFESSIONAL REFERENCES

Provide a list of at least 3 professional references from other Airports, within the last five (5) years, through which your company had provided same services as the scope of services listed. Include three (3) industry references representative of related past experience to include, as a minimum, a name and contact information for reference having firsthand knowledge of the work the company performed (at a minimum, provide one reference contact for each listed contract) (5 pts.)

RFP TENTATIVE TIME SCHEDULE

| ACTIVITY | DATE (Tentative) |
|---|---|
| Advertise (30 days) | October 4, 2021 |
| Questions from potential proposers due | October 19, 2021 |
| Issue Addendum (if necessary) | October 26, 2021 |
| Proposal Response Due | November 2, 2021 |
| Review Committee Meeting | November 9, 2021 |
| Short List Announcement | November 15, 2021 |
| Oral presentation/Demonstration with Responses (if requested) | Week of November 29 to 2 December, 2021 |
| Intent to Award | December 3, 2021 |
| Negotiations | Week of December 13, 2021 |
| Board Approval | January 18, 2022 |

EVALUATION OF PROPOSALS

In evaluating the proposals, the County reserves the right to accept or reject all or any part of any proposal, waive minor technicalities, and award the contract to the Respondent deemed to best serve the interests of the County; and adopt any part or all of a proposal if it is judged in the best interests of the County.

Each proposal will be evaluated on the content of the Respondent's proposal, i.e., the burden of information clarification and research rests solely on each Respondent's effort and will be considered a reflection of interest and efficiency.

During the review process, the review committee shall have the right to request from Respondents any other information or evidence which it deems necessary for evaluation of the proposal and relevant to any one or more of the stated evaluation factors. The failure of a Respondent to promptly provide such requested information or evidence shall be sufficient grounds for determining the Respondent to be non-responsive and for rejection of the proposal.

The County reserves the right to contact an Respondent for clarification of information submitted and to use other sources of obtaining information regarding the Respondent that is deemed appropriate and would assist in the evaluation.

Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of the Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

SPECIAL INSTRUCTIONS

The selection of a Respondent to provide professional services will be based on the following criteria:

- A. All interested parties shall submit written responses that address each aspect of the categories identified in the sequence presented in the RFP. Each section shall be clearly identified. A maximum of 40 single sided pages will be allowed excluding the required forms.
- B. A Review Committee will evaluate the submitted proposals, rank their responsiveness to the Selection Criteria, and identify the highest-rated Respondent. The Review Committee shall recommend the highest-rated Respondent to the Board of County Commissioners for contract approval.
- C. The County reserves the right to select a “short list” of Respondents depending on the total number of proposals received. The County may request oral presentations from the short listed Respondents and each will be invited to make an oral presentation. Each oral presentation will be conducted at the Respondent’s expense, including all travel costs. Each Respondent shall be provided with clarification questions and evaluation criteria prior to the time of oral presentation that will be utilized to score the final, highest ranked Respondent from the “short list”.
- D. The Review Committee shall recommend the final, highest ranked Respondent from the “short-list” to the Board of County Commissioners for contract approval.

ORAL PRESENTATIONS

Each Respondent who submits a response to this Request for Proposal *may* be required to make an oral presentation to the County. Such oral presentations provide an opportunity for the Respondent to further clarify elements of the original proposal, to ensure mutual understanding, and will not significantly alter the Respondent's original proposal. Subsequent travel expense by the Respondent will be at the Respondent's expense.

Short-listed Respondents may be requested to make additional written submissions with oral presentation/demonstration/samples on-site. The location for the oral presentation/demonstration/sample presentation will be the determined at a later date and provided to the vendors. Respondents should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

In the event of the request for oral presentations, the presenters shall be provided with clarification questions and evaluation criteria prior to the time of oral presentation.

BASIS FOR AWARD

In the event which oral presentations are not requested, the highest-rated Respondent shall be selected for recommendation to Okaloosa County Board of County Commissioners.

In the event of the oral presentations request, the Committee will conduct a final evaluation of the short listed Respondents. The Respondents shall be provided with clarification questions and

evaluation criteria prior to the time of oral presentations that will be utilized to score the Respondents on the short list.

The Airport will make an appropriate recommendation to Okaloosa County Board of County Commissioners of the highest ranked Respondent from the short list. The County shall then negotiate a proposed contract with the highest ranked Respondent. If a satisfactory proposed contract cannot be negotiated with the highest ranked Respondent, negotiations will be formally terminated. Negotiations shall then be undertaken with the second ranked respondent and so on.

An award resulting from this request shall be awarded to the responsive and responsible Respondent whose proposal is determined to be most advantageous to the County; the right is reserved to reject any and all proposals received and, in all cases, the County will be the sole judge as to whether an Respondent's proposal has or has not satisfactorily met the requirements of this RFP.

CONTRACTING

Upon award of the proposal, this document and the successful Respondent's proposal, including all correspondence, supporting documents and completed forms, shall become part of the contract. All written communications between the County and the successful Respondent after the proposal opening may also be incorporated into the contract.

AMENDMENTS

All amendments to and interpretations of this solicitation shall be in writing. The County shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County in writing or in this RFP should be used in preparing Respondent responses. All contacts that an Respondent may have had before or after receipt of this RFP with any individuals, employees, or representatives of the County and any information that may have been read in any news media or seen or heard in any communication facility regarding this proposal should be disregarded in preparing responses.

COUNTY RESPONSIBILITY TO PROPOSAL

This Solicitation does not commit the County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the County to do so. If the proposal fails to conform to the essential requirements of the RFP, the County alone will be the judge as to whether that variance is significant enough to consider the RFP non-responsive and therefore not considered for award.

MISCELLANEOUS

Changes to this RFP may be made by and at the sole discretion of the County. Any Addenda to the RFP will be posted to the County's website and on Demand Star. It is the bidder's responsibility to check for any addenda. During the proposal evaluation process, the County reserves the right to request additional information or clarifications from the proposers, or to allow, in the County's sole discretion, corrections of errors or omissions in a proposal.

The County shall not be liable for any expenses incurred in connection with the preparation of a response or proposal to this RFP. By submitting a proposal in response to this Request for Proposals, Proposers waive and release any and all right to make claims for reimbursement of proposal preparation costs against the County and its officers, officials, employees, attorneys and agents.

Public Records Law. In accordance with Chapter 119, Florida Statutes, the Public Records Act, all Proposers should be aware that this Request for Proposals, and Proposals submitted in response thereto, are made in the public domain, and are subject to disclosure, except to the extent expressly exempted or made confidential under the Public Records Act. In accordance with Section 119.071(1)(b), Florida Statutes, Proposals submitted in response to this Request for Proposals are temporarily exempt from public disclosure until such time as the County provides notice of an intended decision, or until thirty (30) days after opening the Proposals, whichever occurs earlier. The Proposal submitted by you may contain information, which is designated “confidential” or “exempt” from disclosure under the Public Records Act and other applicable laws. If your Proposal contains such information, you are required to advise the County with specificity the applicable law making those provisions exempt or confidential from disclosure and the specific information considered exempt. A generic notation that information is “exempt” or “confidential” will not suffice. Failure to provide a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your Proposal or any portion thereof, being subject to disclosure in accordance with Chapter 119 of the Florida Statutes. If the County determines that the cited provisions of law are inapplicable or otherwise do not justify exemption or confidentiality, the County shall have the right to release such information and records for public inspection and copy in accordance with the Public Records Act. By submitting a proposal, the Proposer holds the County and its officers, officers, employees, attorneys and agents harmless concerning the disclosure of information contained within the Proposal.

Discrimination; Florida Statutes, 287.134(2)(a): An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.

2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation.

A waiver of subrogation is required on all policies

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

| | <u>LIMIT</u> |
|---|--|
| 1. Workers' Compensation | |
| 1.) State | Statutory |
| 2.) Employer's Liability | \$500,000 each accident |
| 2. Business Automobile | \$1,000,000 each accident (A combined single limit) |
| 3. Commercial General Liability for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations | \$1,000,000 each occurrence |
| 4. Personal and Advertising Injury | \$1,000,000 each occurrence |

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report

describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

GENERAL PROPOSAL CONDITIONS

I. PRE-PROPOSAL ACTIVITY

Except as provided in this section, Respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Selection Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by utilizing Vendor Registry at

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Such written addenda or modification shall be part of the proposal documents and shall be binding upon each Respondent. Each Respondent is required to acknowledge receipt of any and all addenda in writing and submit with their proposal. No Respondent may rely upon any verbal modification or interpretation.

II. PREPARATION OF PROPOSAL

The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The Respondent shall submit originals and bid forms in accordance with the public notice.

All blanks in the proposal documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Proposal," "No Change," or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern. Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the Respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

If the Respondent is an out-of-state corporation, the proposal shall contain evidence of Respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.

III. INTEGRITY OF PROPOSAL DOCUMENTS

Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available.

Any modifications or alterations to the original proposal documents by the Respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a Respondent wishes to propose must be clearly stated in the Respondent's response in the form of an addendum to the original proposal documents.

IV. SUBMITTAL OF PROPOSAL

A bid shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents

V. MODIFICATION & WITHDRAWAL OF PROPOSAL

A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals are opened any Respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that Respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is re-proposal, that Respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

VI. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

All proposals will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.

VII. CONDITIONAL & INCOMPLETE PROPOSALS

Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.

VIII. APPLICABLE LAWS & REGULATIONS

All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

IX. DISQUALIFICATION OF RESPONDENTS

Any of the following reasons may be considered as sufficient for the disqualification of a Respondent and the rejection of its proposal:

- a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.

- b. Evidence that the Respondent has a financial interest in the firm of another Respondent for the same work.
- c. Evidence of collusion among Respondents. Participants in such collusion will receive no recognition as Respondents for any future work of the County until such participant has been reinstated as a qualified Respondent.
- d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- f. Default under previous contract.
- g. Listing of the Respondent by Local, State or Federal Government on its barred/suspended contractor list.

X. AWARD OF CONTRACT

Okaloosa County Review - A selection committee will review all proposals and will participate in the Recommendation to Award.

The contract shall be awarded to the responsible and responsive Respondent whose proposal is determined to be the most advantageous to the County, taking into consideration the criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.

XI. DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory contractor list may not submit a proposal on a contract to provide 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

award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

XII. PUBLIC ENTITY CRIME INFORMATION

Pursuant to Florida Statute 287.133, a Respondent 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 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted contractor list.

XIII. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all Respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For Respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

XIV. REORGANIZATION OR BANKRUPTCY PROCEEDINGS

Proposals will not be considered from Respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

XV. INVESTIGATION OF RESPONDENT

The County may make such investigations, as it deems necessary to determine the stability of the Respondent to perform the work and that there is no conflict of interest as it relates to the project. The Respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

XVI. CONE OF SILENCE

The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

Note: For Respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

XVII. REVIEW OF PROCUREMENT DOCUMENTS

Per Florida Statute 119.071(1)(b)2. sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

XVIII. COMPLIANCE WITH FLORIDA STATUTE 119.0701

The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Respondent upon termination of the contract.

XIX. PROTECTION OF RESIDENT WORKERS

The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The Respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

XX. AUDIT

If requested, Respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of Respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until three (3) years after the expiration of contract.

XXI. EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION

Respondent shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

XXII. NON-COLLUSION

Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other Respondents. See Florida Statute 838.22.

XXIII. UNAUTHORIZED ALIENS/PATRIOT'S ACT

The knowing employment by Respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the Respondent is notified or becomes aware of such default, the Respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

XXIV. CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA

Florida Statute 607.1501 requires that all contractors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a contractor must provide a Certificate of Good Standing with their proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.

XXV: ADDITIONAL REQUIRED DOCUMENTS

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED WITH THE PROPOSAL PACKET. FAILURE TO SUBMIT ALL REQUIRED FORMS MAY RESULT IN YOUR SUBMITTAL BEING DEEMED NON-RESPONSIVE:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence
- E. Indemnification and Hold Harmless
- F. Company Data
- G. System of Awards Management
- H. Addendum Acknowledgement
- I. Certification Regarding Lobbying
- J. Governmental Debarment & Suspension
- K. Contractors on Scrutinized Companies List
- L. Compliance with Nondiscrimination Requirements
- M. Certificate of Good Standing for State of Florida-see number XXIV

Bags®

Proposal for Concierge Services at Destin-Fort Walton Beach Airport (VPS)

AP 04-22

November 2, 2021



Submitted By:

Baggage Airline Guest Services, Inc.

6751 Forum Dr. Suite #200

Orlando, FL 32821

Bags®

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Bags



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AP 04-22

I. Executive Summary



Bags

I. Executive Summary

Bags



BAGS® (Baggage Airline Guest Services, Inc.) proposes to provide a suite of Concierge Services at Destin-Fort Walton Beach Airport that encompasses Curbside Associates, Wheelchair Service Associates, Exit Lane Monitors, Baggage Handling Associates, Escort Services, and Passenger Ambassador Services.

BAGS is a highly reliable business partner who has extensive experience in all areas within this Concierge Services RFP, as our company has been a provider of services to airports for over 15 years. BAGS currently serves multiple airports as both the Wheelchair services provider AND the Baggage Handling services provider at these airports:

- BNA - Nashville International Airport
- DCA - Ronald Reagan Washington National Airport
- FLL - Fort Lauderdale-Hollywood International Airport
- MCI - Kansas City International Airport
- MCO - Orlando International Airport
- MSY - Louis Armstrong New Orleans International Airport
- PDX - Portland International Airport

In addition to the customer service that our employees naturally provide on the job to assist passengers and answer questions about the airport in any position we are staffed at, BAGS also has direct experience with Passenger Ambassador and Wayfinding services at these airports:

- BNA - Nashville International Airport
- MCI - Kansas City International Airport
- SEA - Seattle-Tacoma International Airport

Furthermore, BAGS also has a presence at following airports where we provide vendor services that extend beyond Wheelchair, Baggage Handling, and Passenger Ambassador/Wayfinding, which range from skycap services, remote airline check-in to baggage service office agents.

ATL CLT LAS RDU SFO
AUS DEN LAX RIC SLC
BOS DFW LGA SAN PHX
BWI JAX MEM SAT TPA
CLE JFK OKC

Bags



BAGS also works in conjunction with cruise ports, airlines, and airports to provide remote airline check-in services. In this operation, BAGS checks-in luggage from cruise ships at these ports and transports the luggage for induction at these airports:

- o FLL - Fort Lauderdale-Hollywood International Airport with Port Everglades
- o MCO - Orlando International Airport with Port Canaveral
- o MSY - Louis Armstrong New Orleans International Airport with Port of New Orleans
- o MIA - Miami International Airport with Port Miami
- o SEA - Seattle-Tacoma International Airport with Port of Seattle

Finally, BAGS has been the leading provider of delayed luggage delivery since 2010 for airlines across the U.S. and Canada, serving over 270 U.S. airports and over 50 Canadian airports. As a result of all these multiple touchpoints, BAGS successfully manages and handles millions of pieces of luggage every year.

Our successful track record and winning combination are rooted in:

- 1) Use of technology to more efficiently serve the airport and your customers
- 2) Extraordinary and high levels of customer service
- 3) Outstanding and thorough training programs which are leveraged from our vast experience with a world-renown theme park resort based in Orlando, FL.

For the Destin-Fort Walton Beach Airport Wheelchair Services operation, BAGS plans on utilizing *Springshot* technology to run an efficient operation. The use of *Springshot* allows for complete transparency of flight arrival and departure information, location of all wheelchair agents, and reporting for our clients.

Our exceptional customer service experience that we provide is clearly a direct result of our training programs, which are second to none. Our customer service training was developed alongside a world renown theme park resort based in Orlando, FL, and as a result, our employees receive high praise from customers and passengers for their service excellence. As in all of our airport operations, BAGS will employ and train the highest quality of employees to go above and beyond in serving your customers in Wayfinding, Ambassador and Escort roles.

One final differentiator about BAGS is the fact our leadership team is comprised of many former aviation management executives, who collectively possess over 300 years of experience. This unique and extensive breadth of experience and in-depth understanding of aviation operations are translated into how we can successfully run, manage and support our operations for our aviation clients. We look forward to leveraging our collective skills and expertise to provide exceptional Concierge Passenger Services at the Destin-Fort Walton Beach Airport.

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II. Company Experience



Bags

II. Company Experience

Bags



Wheelchair and Baggage Handling Services

For over the last 15+ years, BAGS has operated contracts at airports similar to and greater in size and scope to the Destin-Fort Walton Beach Airport Concierge Services RFP. BAGS has sufficient experience to conduct a highly successful and efficient operation, as our company is both the Wheelchair Services provider AND provides Baggage Handling services at:

- Ronald Reagan Washington National Airport (DCA)
- Orlando International Airport (MCO)
- Portland International Airport (PDX)
- Fort Lauderdale-Hollywood International Airport (FLL)
- Louis Armstrong New Orleans International Airport (MSY)
- Kansas City International Airport (MCI), and
- Nashville International Airport (BNA).

With over 13 years of Wheelchair Services experience, BAGS is able to differentiate ourselves through the use of advanced technology (*Springshot*), high quality of customer service delivery, and thorough training programs. Our Wheelchair best practices begin with thorough job-specific training and safety programs to ensure our employees and customers are transported safely and with service excellence. The use of *Springshot* technology provides full visibility of flight arrivals and departures, GPS location tracking of wheelchair agents at all times, and client reporting to provide full transparency of our operations.

In Baggage Handling, BAGS has performed roles of Vendor Behind the Counter, where our employees work behind the ticket counter to assist in the process of checking bags alongside our airline partners by checking and verifying IDs of passengers, assisting in tagging of luggage (if needed), and handing off to Baggage Handlers that load luggage onto the belt for TSA screening. Duties have also included managing, transporting and loading oversized luggage onto specific belts for TSA screening. Other Baggage Handling responsibilities have also encompassed working at baggage claim – assisting customers at the baggage carousel with luggage, verifying bag tags before they leave the airport and removing any remaining luggage from the baggage carousel and carting to the appropriate BSO office(s). With all of the roles BAGS has performed in multiple Baggage Handling capacities, our company has a deep base of experience with proper bag hygiene, plus lifting and loading techniques.

In addition to the Baggage Handling services our company provides at the 7 airports listed above, BAGS has been the leading provider of Delayed Baggage Delivery since 2010, serving over 270 airports in the U.S. and over 50 cities in Canada. Furthermore, BAGS is the leading provider of Remote Airline and Baggage Check-In services since 2005 and does so in conjunction with airports, airlines, and TSA to carefully handle and induct luggage into the airport baggage handling systems. Airports and airlines depend on BAGS to execute processes related to Baggage Handling that are reliable and highly secured, which our company consistently delivers upon year after year.



Passenger Ambassador, Wayfinding and Escort Services

BAGS' prides itself in delivering the highest levels of customer service with our extensive 30-year history of exceptional customer service excellence in the aviation and hospitality industries. From our origins in the hospitality industry, we have brought these high-touch customer service level principles from a world-renown theme park resort based in Orlando, FL to the aviation industry, providing ambassadors, wayfinding assistance, wheelchair attendants, escort services, baggage handlers, skycaps and BSO agents at multiple airports and for all major airlines across the country. BAGS currently has Wayfinding, Passenger Ambassadors and Exit Lane Monitoring contracts at:

- o BNA – Nashville International Airport
- o MCI - Kansas City International Airport
- o MCO - Orlando International Airport (MCO)
- o SEA - Seattle-Tacoma International Airport

At BNA, BAGS performs multiple duties at the airport – providing Wayfinding services in the FIS to assist and direct passengers upon arrival and also during times of construction by helping passengers navigate from the arrival gates throughout the terminal to the curb.

At MCI, BAGS provides Wayfinding services at the TSA checkpoint – checking boarding passes so that passengers are lined up correctly in TSA pre-check lanes or normal security screening lanes plus BAGS performs Exit Lane monitoring duties to ensure passengers leaving the secure area do not go back into the secure area of the airport.

At SEA, BAGS performs Wayfinding and Ambassador services at the Rental Car Center to assist passengers loading onto shuttle buses to/from the airport terminal from the rental car center. Our employees ensure that passengers are loaded onto the shuttle buses in an orderly fashion and they help to answer any questions for passengers as they arrive and depart the Rental Car Center.

With any of our interactions with passengers at the airports BAGS serves (regardless if they are in an Ambassador or Wayfinding capacity or not), our employees go above and beyond to answer questions and assist passengers as much as possible, as this quality is embedded in our culture and training within the BAGS organization.



Customer Testimonials

Testimonials from our customers at airports we serve are the best testament to our exceptional service levels. We are very proud of how our employees take exemplary care of our customers in every interaction.

I had a very nice man pushing my wheelchair at Portland , OR around Thanksgiving time and I wanted to let you know how kind he was and that after he got me to the gate he sang me a song! He was very good and his name was Scbastian Foster.i was on Alaska Airlines. Please let him know that I truly appreciate it! Sheila Stockwell

Kristle Malnar
I would like to give a HUGE shout out to Robert Spruell!!! He provided me with the most amazing transport service from the moment I entered the airport and requested assistance. He is a very kind hearted man and you can tell he really loves his job. We need more people in this world like Robert!!! Thank you Robert for providing A+++++ service. Keep up the great work!!!

Today I traveled from Lake Charles Louisiana to Portland Oregon. I required wheelchair service and I wish to send a special thank you to the person (Robert Spruell) who helped me in Portland PDX. Robert Spruell was very caring and patient with me. He made sure I was comfortable and satisfied with the service provided. He helped with my baggage and made sure I got to my car safely. 🙏 c Robert for your kind service. - R. Gonzalez

Subject: airport wheelchair service

Message: Just wanted to say thank you for Robert Spruell's assistance to my father-in-law on our 8/09/21 departure from PDX. Dad, who's 81 and recently widowed, was having second thoughts about traveling again--but Robert gave us a smooth start for a fabulous trip.

Hi there, I just wanted to reach out and give a warm shoutout to your employee, Estin Kiger! I'm not a customer or anything, but I witnessed him comfort a crying child (successfully I might add!) and was super friendly to all of his coworkers as they were departing their flight. He seems like an excellent example of a customer service representative! Well done 😊

I had a wonderful employee in PDX helping my 80 grandmother. Ashlee was wonderful and patient she really went above and beyond helping with bags and waiting with my grandmother as I brought the car closer. I hope there is some way this will make its way around to her lead because this is a star employee.



Wendy Rolfe Ev ▸ Bags

...

January 5 · 🌐

I cannot say a bigger THANK YOU for the assistance I received at PDX. Spirit air caused me an overnight stay in PDX, but Security personnel via 'Bags' helped me through security twice, with lost baggage, to get food & water and to the restroom. Traveling w/ a disability in a wheelchair is not a ...piece a' cake....but employees like Theresa (also a fine trumpet player :) really helped me to feel AOK (& less vulnerable napping) during my 30hrs stay. Thank-you to the other 'Bags, inc.' personnel who helped me once Theresa's shift ended. (She even checked on me one last time before she headed home). Appreciate the kindness. — Wendy Rolfe Evered



Kellie Foreman ▸ Bags

September 21, 2018 · Kenner, LA · 🌐

Thank you Christoff for making our check in and trip to the gate seamless! So kind and courteous! See you when we return! — with Lucille Foreman and Sharon Foreman at Louis Armstrong New Orleans International Airport.

Bags



A big thanks to Shasta Lindell who helped out at the wheel chair service. I forgot my phone in the hotel shuttle bus, called the hotel and made arrangements to get my phone back from the driver, and Shasta went out of her way to go down one level to meet the driver, over and above the call of duty, thanks again.

To whom it may concern, I would like to leave a message re: your staff member Mona Voltaire. she provided excellent customer service to me while traveling from Boston to DC I hope she is recognized for this amazing service.

I just wanted to thank and leave a very positive review for one of your employees at Boston Logan International Airport. Her name is Mona Volfano and she was terrific! We were having a difficult travel day and she really went above and beyond to help us. Thank you, Mona!!

Bags Published by Spencer Patel · March 14, 2019 · ...

Congratulations to Paula Hilbert and Robert Spruell on receiving the PDX Excellence in Service Award! We are so proud of them! We'd also like to thank Shawn for his leadership in PDX – these two rising stars are a direct reflection of his leadership.



Bags



Our Partners

BAGS extensive list of clients in the Aviation and Hospitality industries is demonstrated by the breadth and depth of clients below:



AP 04-22

III. Scope of Work



Bags

III. Scope of Work

Bags



Bags proposes to provide Concierge Services as an extraordinary Liaison for passengers and guests at Destin-Ft. Walton Airport for Okaloosa County that include Curbside Associates, Wheelchair Service Associates, Exit Lane Monitors, Baggage Handling Associates and Escort/Passenger Ambassador Services.

Below are the general job required duties for each position for this scope of work:

- **Curbside Associates** – Greet passengers at the terminal curb and provide assistance with their baggage as needed, load luggage onto cart and transport from the curb to the appropriate airline ticket counter for processing.
- **Wheelchair Service Associates** – Provide staffing in advance of flight departures and for arriving flights 7 days a week, 365 days a year. When notified by passengers or airlines, our Associates will assist passengers who require transport to and from the curb to the airline ticket counter or gate.
- **Exit Lane Monitors** – Provide staffing for control of the passenger exit lane positioned at the airport exit lane in the main terminal and Concourse C to assure no individual breaches security by entering the sterile area of the main terminal.
- **Baggage Handling Associates** – Provide individuals for the baggage handling room, at exterior baggage carousels and at the bag belts in the ticket lobby to assist in the processing of baggage and to free any baggage jams prior to the EDS machines and following belt system and baggage carousel
- **Escort Services** – Provide staffing to escort non-badged individuals into the secured area of the terminal on an as-needed basis at the direction of Airport staff.
- **Passenger Ambassador Services** – Provide staffing for front line customer service to passengers at designated locations as directed by Airport staff. Ambassadors will ensure passengers are prepared to process through TSA Checkpoints and assist in the efficient movement of passenger processing. Additionally, we will provide customer service in baggage claim for all arriving flights and provide any ground transportation assistance. Ambassadors will also assist in the collection of baggage carts between flights, collect debris, and perform minor cleaning of assigned locations including observing and reporting areas requiring housekeeping’s attention.

VPS Passenger Services Consortium RFP

Staffing schedule proposal

Bags Inc.

Prepared: 02.25.22

| Position title | Operational shift | Shift duration | M | T | W | Th | F | Sa | S | Total hours per week | Total hours per month | Bill rate | Monthly costs |
|---------------------------------------|-------------------|----------------|------|------|------|------|------|------|------|----------------------|-----------------------|-----------|---------------|
| Passenger Ambassador Service | 0400-1200 | 8.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 112 | 448 | \$20.33 | \$9,108 |
| | 1100-1800 | 8.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 112 | 448 | \$21.33 | \$9,556 |
| | | | - | - | - | - | - | - | - | - | - | \$22.33 | \$0 |
| | | | - | - | - | - | - | - | - | - | - | \$23.33 | \$0 |
| | | | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 224 | 896 | | \$18,664 |
| Curbside Associate | 0500-1300 | 8.0 | - | 8.0 | 8.0 | 8.0 | 8.0 | - | - | 32 | 128 | \$14.51 | \$1,857 |
| | 0500-1500 | 10.0 | 10.0 | - | - | - | - | 10.0 | 10.0 | 30 | 120 | \$14.51 | \$1,741 |
| | 0600-1100 | 5.0 | - | - | 5.0 | 5.0 | - | - | - | 10 | 40 | \$14.51 | \$580 |
| | 0900-1700 | 8.0 | 8.0 | 8.0 | - | - | 8.0 | 8.0 | 8.0 | 40 | 160 | \$14.51 | \$2,322 |
| | | | 18 | 16 | 13 | 13 | 16 | 18 | 18 | 112 | 448 | | \$6,501 |
| Baggage Handling Associate | 0400-1200 | 8.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 112 | 448 | \$20.35 | \$9,118 |
| | 1200-2000 | 8.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 112 | 448 | \$20.35 | \$9,118 |
| | | | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 224 | 896 | | \$18,236 |
| Exit Lane Monitor | 0400-1100 | 7.0 | 14.0 | 14.0 | 14.0 | 14.0 | 14.0 | 14.0 | 14.0 | 98 | 392 | \$20.33 | \$7,969 |
| | 1100-1500 | 4.0 | 8.0 | 8.0 | 8.0 | 8.0 | 8.0 | 8.0 | 8.0 | 56 | 224 | \$20.33 | \$4,554 |
| | 1500-2300 | 8.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 112 | 448 | \$20.33 | \$9,108 |
| | | | 38 | 38 | 38 | 38 | 38 | 38 | 38 | 266 | 1,064 | | \$21,631 |
| Wheel Chair Service Agent | 0400-1200 (8h) | 8.0 | - | - | - | 48.0 | 48.0 | 48.0 | 48.0 | 192 | 768 | \$14.50 | \$11,136 |
| | 0800-1200 (4h) | 4.0 | - | - | - | 12.0 | 12.0 | 12.0 | 12.0 | 48 | 192 | \$14.50 | \$2,784 |
| | 1200-1830 (6.5h) | 6.5 | - | - | - | 58.5 | 58.5 | 58.5 | 58.5 | 234 | 936 | \$14.50 | \$13,572 |
| | 1330-1730 (4h) | 4.0 | - | - | - | 4.0 | 4.0 | 4.0 | 4.0 | 16 | 64 | \$14.50 | \$928 |
| | 1830-2330 (5hr) | 5.0 | - | - | - | 15.0 | 15.0 | 15.0 | 15.0 | 60 | 240 | \$14.50 | \$3,480 |
| | 1830-0000 (5.5hr) | 5.5 | - | - | - | 16.5 | 16.5 | 16.5 | 16.5 | 66 | 264 | \$14.50 | \$3,828 |
| | 0400-1200 (8h) | 8.0 | 48.0 | - | - | - | - | - | - | 48 | 192 | \$14.50 | \$2,784 |
| | 0500-1200 (7h) | 7.0 | 14.0 | - | - | - | - | - | - | 14 | 56 | \$14.50 | \$812 |
| | 1200-1700 (5h) | 5.0 | 40.0 | - | - | - | - | - | - | 40 | 160 | \$14.50 | \$2,320 |
| | 1700-2330 (6.5h) | 6.5 | 19.5 | - | - | - | - | - | - | 20 | 78 | \$14.50 | \$1,131 |
| | 1700-0000 (7h) | 7.0 | 21.0 | - | - | - | - | - | - | 21 | 84 | \$14.50 | \$1,218 |
| | 0400-0830 (4.5h) | 4.5 | - | 27.0 | 27.0 | - | - | - | - | 54 | 216 | \$14.50 | \$3,132 |
| | 0830-1630 (8h) | 8.0 | - | 72.0 | 72.0 | - | - | - | - | 144 | 576 | \$14.50 | \$8,352 |
| | 1630-2330 (7h) | 7.0 | - | 35.0 | 35.0 | - | - | - | - | 70 | 280 | \$14.50 | \$4,060 |
| | | | 143 | 134 | 134 | 154 | 154 | 154 | 154 | 1,027 | 4,106 | | \$59,539 |
| Wheel Chair Service Agent (Dispatch) | 0400-1200 | 8.0 | 8.0 | 8.0 | 8.0 | 8.0 | 8.0 | 8.0 | 8.0 | 56 | 224 | \$14.50 | \$3,248 |
| | 1200-2000 | 8.0 | 8.0 | - | - | 8.0 | 8.0 | 8.0 | 8.0 | 40 | 160 | \$14.50 | \$2,320 |
| | 1200-1900 | 7.0 | - | 7.0 | 7.0 | - | - | - | - | 14 | 56 | \$14.50 | \$812 |
| | | | 16 | 15 | 15 | 16 | 16 | 16 | 16 | 110 | 440 | | \$6,380 |
| Sub-Total - Wheel Chair Agents | | | 159 | 149 | 149 | 170 | 170 | 170 | 170 | 1,137 | 4,546 | | \$65,919 |
| Supervisor | 0400-1100 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 49 | 196 | \$21.40 | \$4,195 |
| | 1100-1800 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 49 | 196 | \$21.40 | \$4,195 |
| | 1800-0000 | 6.0 | - | 6.0 | 6.0 | - | - | - | - | 12 | 48 | \$21.40 | \$1,027 |
| | 1800-0100 | 7.0 | 7.0 | - | - | 7.0 | 7.0 | 7.0 | 7.0 | 35 | 140 | \$21.40 | \$2,995 |
| | | | 21 | 20 | 20 | 21 | 21 | 21 | 21 | 145 | 580 | | \$12,414 |
| Manager | 0900-1600 | 8.0 | 8.0 | - | - | 8.0 | 8.0 | 8.0 | 8.0 | 40 | 160 | \$29.47 | \$4,716 |
| | | | 8 | - | - | 8 | 8 | 8 | 8 | 40 | 160 | | \$4,716 |
| Grand Total | | | 308 | 287 | 284 | 314 | 317 | 319 | 319 | 2,148 | 8,590 | | \$148,080 |



Recruiting

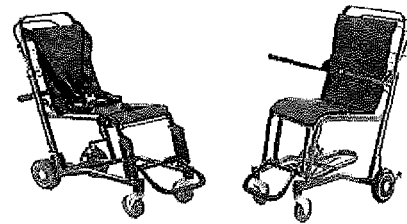
BAGS utilizes multiple outlets to recruit employees ranging from holding career fairs, posting on indeed.com and other job search websites, creating posts on social media, to word-of-mouth referrals from existing employees. Even in the challenging hiring environment in 2021, BAGS has successfully opened and re-opened 25-30 different operations at airports and is scheduled to open 23 additional operations at airports between now and the end of 2021.

One of the key reasons for our success in hiring is the benefit package offered through our parent company, SP+, that aids in recruiting and retention. Employees are offered opportunities to participate in healthcare insurance plans, PTO and retirement plans. Another benefit that keeps employees engaged are gift cards rewards when they receive excellent praise reports from our customers. Finally, SP+ also offer Advanced Pay, which allows employees to receive their paychecks sooner than scheduled, based on the hours they have already worked.

As a result, the BAGS recruiting programs and retention tools keep our workforce motivated and engaged.

Equipment

- Wheelchairs – BAGS will provide 35 Staxis and 8 aisle chairs for this operation. These wheelchairs are easy to maneuver and allow for optimum hygiene. All Wheelchair Service Associates will perform pre/post checklist with dispatcher sign off.
- Carts – BAGS will provide 5 luggage carts for this operation to assist passengers with their luggage from the curb to inside the terminal ticket counter.
- Radios – Radios will be used by the employees throughout the day and evening shifts to stay in communication with supervisors and other staff members. Dispatchers will relay orders to wheelchair agents and supervisors will maintain radios for all other communication between staff members.



Uniforms

All BAGS employees will be wearing an approved uniform. All employees will have nametags and badges visible to the public, which will present a consistent and polished look that communicates to customers and clients we are committed to delivering the Greatest Customer Service Ever - a hallmark of BAGS' reputation.

Uniform and clothing will be neat and clean at all times. Uniforms will be worn as designed and should not be too loose or too tight. Uniform or clothing may not contain any tears, bleach stains and holes.

Bags



Uniformed employees may wear a solid white or black undershirt, depending on the color of the outerwear, crewneck, or V-neck undershirt under uniforms with a traditional neckline. Undershirts should be only minimally visible at the neckline and should not extend past the sleeves.

Employees out of dress code will be offered the opportunity to become compliant or be sent home as well as progressively counseled. Any uniform beyond repair will be replaced and paid for by the employee through payroll deduction.

Examples of some of the uniforms are shown below:

Curbside Associates:



Wheelchair Service Associates:



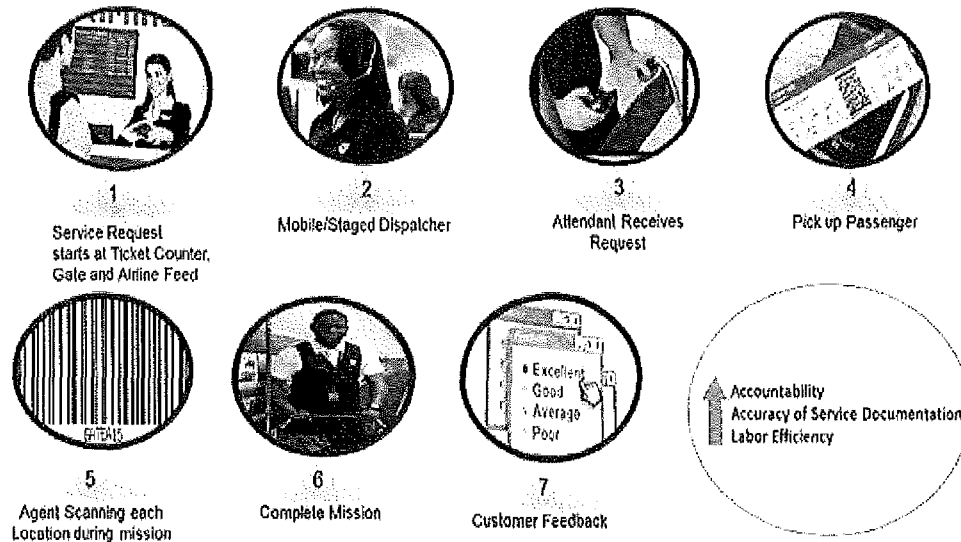
Wheelchair Services Technology Advantage - *Springshot*

A significant differentiating factor in BAGS' wheelchair operations is the use of *Springshot* technology. BAGS plans to utilize *Springshot* at Destin-Fort Walton Beach Airport to run an efficient operation. *Springshot* is a sophisticated software system that is successfully used in our wheelchair operations today at the airports we serve, as it is specifically designed for dynamically-changing operations. *Springshot* is a versatile tool that is used to manage, schedule, audit and track resources. As a result, our employees are better prepared for wheelchair calls since *Springshot* provides real-time information regarding flight arrivals, gate changes, and inbound/outbound delays. In addition to staff scheduling, *Springshot* provides reporting and auditing capabilities so that BAGS can provide full transparency to Destin-Fort Walton Beach Airport regarding our wheelchair operations. *Springshot* also allows the supervisory team the ability to locate our employees via GPS tracking at any given time during their shift. The use of this superior technology will position BAGS to be the most highly prepared and organized provider at Destin-Fort Walton Beach Airport.

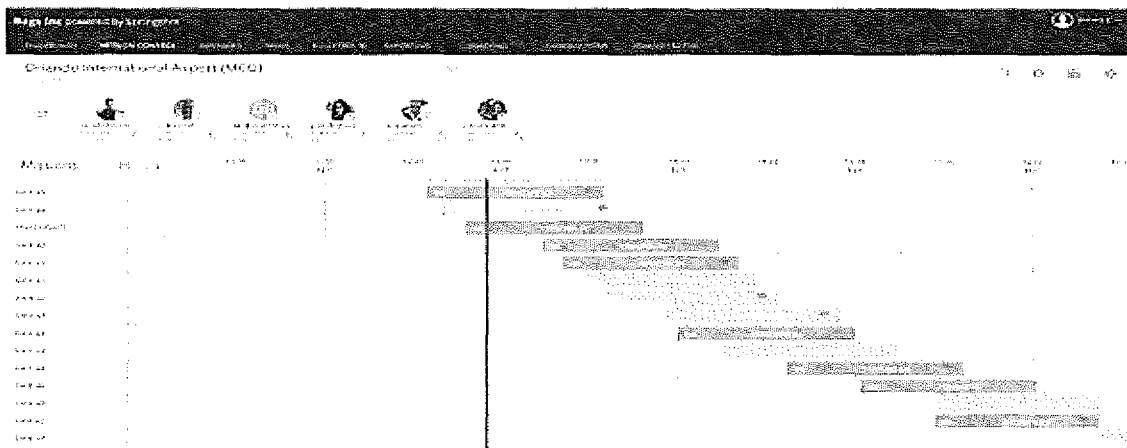


The following illustrates a sampling of the capabilities of *Springshot*:

- o Example of Wheelchair Service Request Process (SSR)



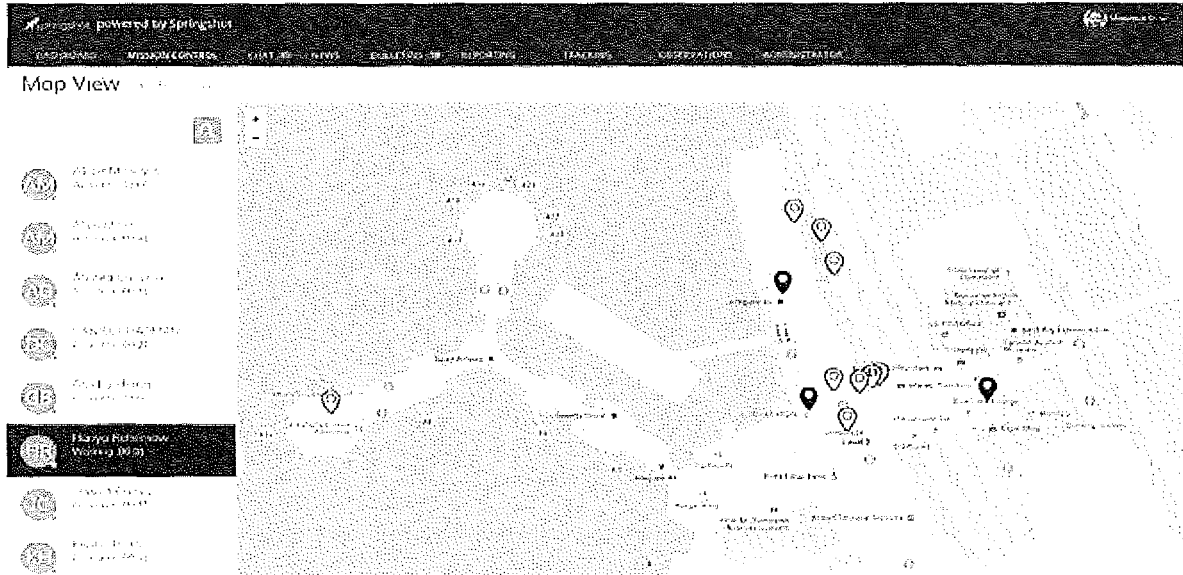
- o Example of Mission Control, which displays real-time flight and work order activity



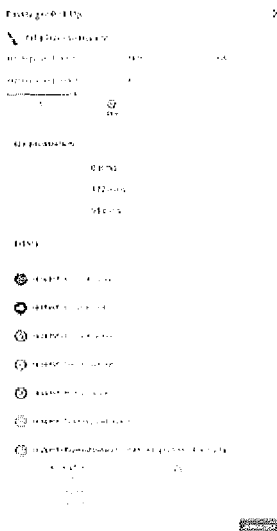
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- o Example of a Map View - shows where agents are located



- o Example of Detailed Reporting or "Mission Report", which provides complete work order history



"Mission Report"

Complete timeline of events associated with every work order and flight, including Passenger Service Agent arrival versus ACAA goals

Includes all remarks associated with the work order, added by the Passenger Assistance Agent, Dispatcher, or Supervisor

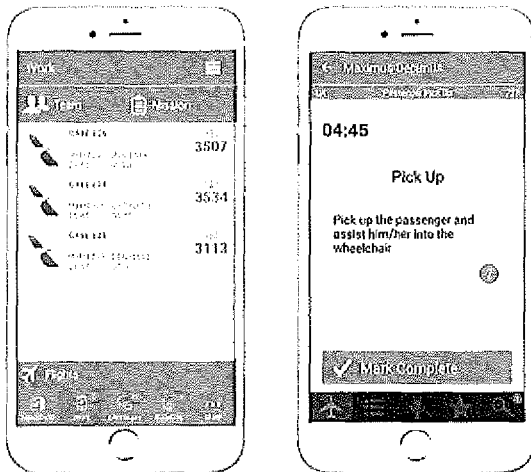
Confirmation that the Passenger Service Agent scanned the boarding pass with their mobile device

Any photographs documenting equipment issues, facility issues, or passenger issues observed during the work order

Bags



- Springshot also provides a simple and intuitive interface that incorporates leading design principles to deliver a light and clean user experience.

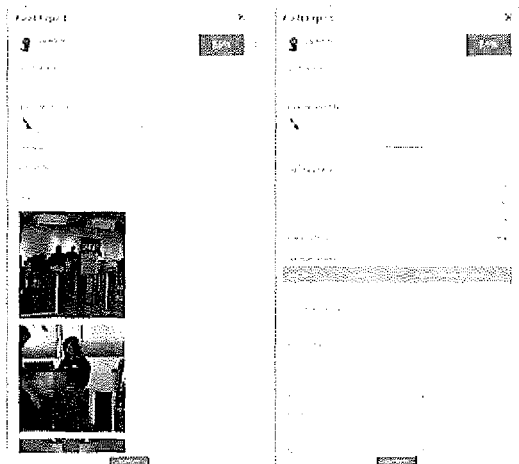


Springshot Mobile Applications

- No special or expensive hardware needed
- Springshot application works on any iOS or Android device
- Springshot applications available on via Apple App Store (iOS) and Google Play Store (Android)
- Simple interface requires little-to-no training

- Integrated Safety and Customer Service Audit

Companion audit module scores performance of Passenger Service Agent



Audit Capabilities

- Integrated audit module allows supervisor to assess the customer service delivered by the Passenger Service Agent
- Audit compiled to Audit Report that is scored and immediately delivered to Passenger Service Agent through Springshot
- Audit Report supports photos and other attachments
- Each individual audit affects the historical Profile Stats for each Passenger Service Agent

- Opportunities for Customer Feedback

Passengers can provide feedback on their service experience through a survey/comment card handed to them with the agent's name with a link to survey.

Follow up provided by BAGS within 24 hours when needed.



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○ Reports - Weekly Scorecard

Bags Inc.

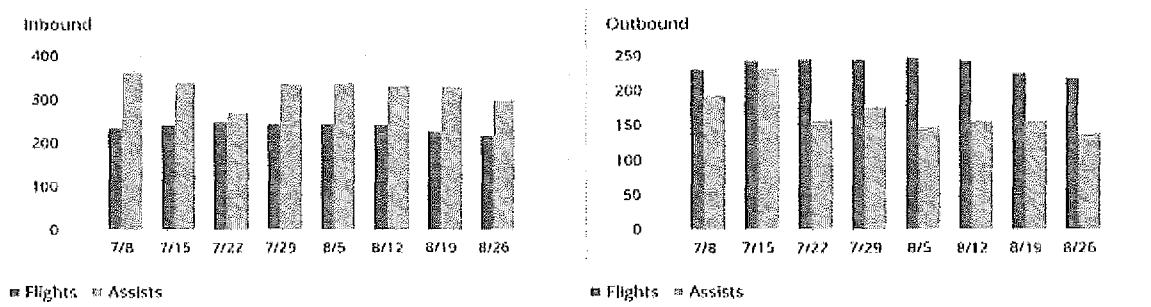
Orlando International Airport - MCO

Summary Data

Week Ending August 26, 2017

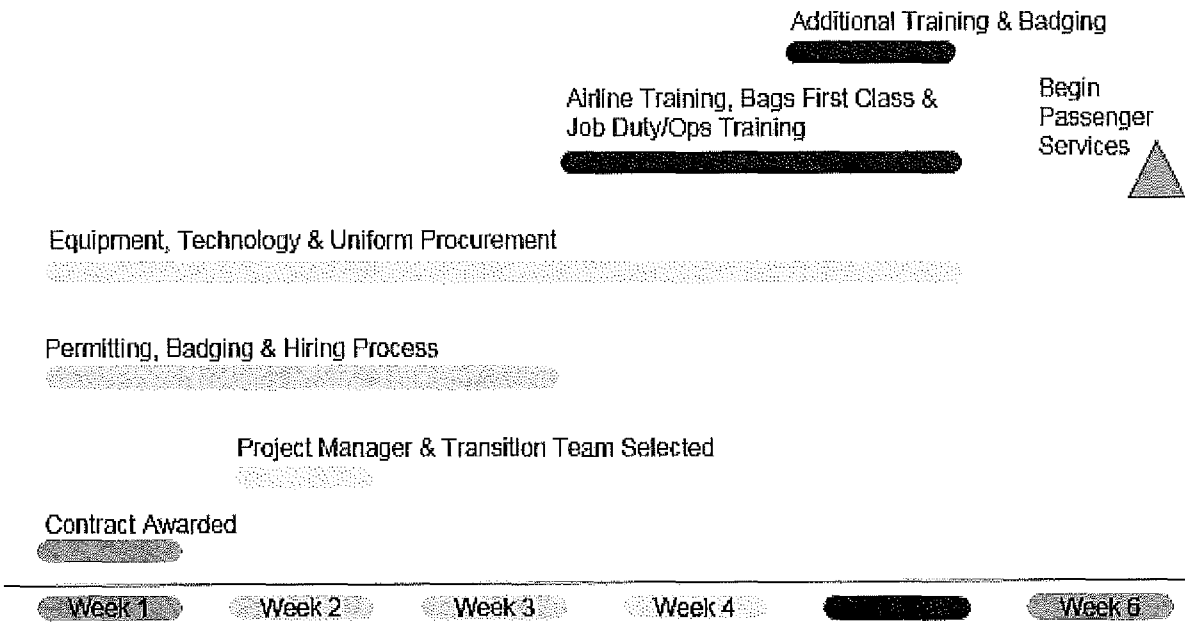
| Dispatch Usage | | On Time | | Boarding Pass Performance | |
|----------------------------|------------|----------------------------------|------------|-------------------------------|------------|
| Dispatched / Flights | 89% | On Time / Total | 85% | Scans / Total Assists | 87% |
| Dispatched Flights* | 193 | On Time Flights Assisted* | 141 | Scanned Boarding Pass* | 261 |
| Arrival Flights | 216 | All Flights Assisted | 168 | Total Assists | 300 |

*Flights were at least one SSR was dispatched. *At least one Agent arrived before or at arrival time. *Boarding pass was scanned during assist.



Implementation Plan

Our typical timing to start up an operation is 45 days for hiring, badging and training, as outlined below.



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IV. Training Plans



Bags

IV. Training Plans

Bags



Exceptional Training Programs

BAGS' provides extensive, thorough and detailed job training. BAGS' training programs were developed in conjunction with a world-class theme park resort in Orlando, FL, who has adopted our training program to on-board our employees for service at their properties. BAGS ensures all of our employees complete any required airport/airline training plus BAGS' internal required training, as our belief is that exceptional and thorough training programs result in well-prepared, employees and a highly successful operation.

All employees go through "BAGS First Class", a unique training course that teaches our company's Core Values and how to provide the "Greatest Customer Service Ever". Bags First Class contents and examples of screenshots from the training:

- o New hire information
- o Company history and values
- o Quality standards

Our quality standards.

Performance Components

Our four Quality Standards are the foundation of our success.

1. Safety & Security
2. First Class Service
3. Presentation
4. Operational Efficiency



Bags

Mission

Make Travel Easier.

Values

- | | |
|-------------|------------------------|
| Friendly | We value people. |
| Authentic | We give our best. |
| Responsible | We do the right thing. |
| Honest | We keep our word. |

Culture

Greatest Customer Service Ever.

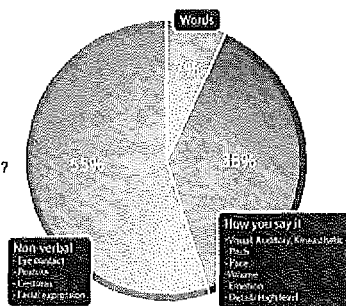


2. First Class Service.

Communicate Effectively

Everything Speaks and we are responsible for the entire conversation.

What speaks the loudest?



Look professional, wear plain black shoes with black soles.



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All Wheelchair agents also complete wheelchair-specific training that consists of these topics:

- Disability Awareness
- Bloodborne Pathogens
- Wheelchair/Aisle Chair Procedures
- Unaccompanied Minors
- Airport Wayfinding
- Technology Training
- COVID-specific training

In BAGS' wheelchair training, there is strong emphasis on proper techniques, especially with respect to aisle chair procedures. In training and in practice at the airport, aisle chair transfers always take place with an additional BAGS supervisor or manager in each of these transfers.

What sets BAGS apart is our emphasis on Customer Service and modules around First Class Service that go above and beyond traditional Customer Service training. Every single one of our employees, regardless of job function, goes through this elevated Customer Service training, and as a result, our employees are well-equipped and praised in their duties serving customers at the airport.

Our in-depth Customer Service training covers topics on:

- Effective communication – verbal and non-verbal communication
- Importance of effective listening
- Understanding the customer/client
- Levels of service and techniques on how to deliver First Class service that goes above and beyond
- Relationship-focused service – our principles to Greet, Connect & Respect customers
- Service recovery skills to best solve issues that may arise with the customer

Safety Programs

Training is one of the most important elements of any safety and accident prevention program. Such training is designed to enable employees to learn their jobs properly, bring new ideas to the workplace, reinforce existing safety policies and put the injury and illness prevention program into action. Training is required for both supervisory roles and employees. These training sessions cover the following:

- The success of BAGS' safety and accident prevention program depends on the actions of individual employees as well as a commitment by the Company.

Bags



- Each employee's immediate supervisor will review the safe work procedures unique to that employee's job and how these safe work procedures protect against risk and danger.
- Each employee will learn when personal protective equipment is required or necessary and how to use and maintain the equipment in good condition
- Each employee will learn what to do in case of emergencies that occur in the workplace. Supervisors are also vested with special duties concerning the safety of employees especially during emergency situations.

BAGS' Safety Program provides the DO's and DON'T's of the positions within our organization for employees as well as the guests we serve. A sample of topics contained in this training include "How to Prevent Injuries", "How to Safely Push Wheelchairs", "Safety Complacency", and "How to Conduct a Safety Meeting".

In 2020, COVID protocols were established for the health and safety of our employees and customers, and as a result, BAGS has developed processes in the operation that include proper cleaning, daily cleaning logs, and providing appropriate PPE to our employees (masks, gloves, hand sanitizer, cleaning supplies). Additionally, all stations are equipped with a comprehensive First Aid Kit for the operation.

Because safety is of utmost importance, reinforcement and reiteration of safety process and policies are conducted via mandatory monthly safety meetings with all employees. Our operations often share safety meetings to cross-share information for best practices through coordination with our company's Safety Committee. Our Safety Committee is comprised of elected employee representatives and publishes safety minutes and newsletters to keep all employees informed.

SP+ University: Extensive Curriculum to Achieve Goals & Inspire Great Work

Through our parent company SP+, mandatory on-boarding training modules and annual refresher training are required of all employees. No employee can begin working until all modules have been completed successfully.

Our online training programs offer a learning experience that challenges and teaches our employees how to run a successful operation that is focused on delivering impeccable customer service to our clients. Employees benefit from the knowledge and best practices compiled by top industry experts who work with a wide range of clients and business models.

In addition to all required training modules, SP+, provides a vast resource available to all employees called SP+ University which houses all of our mandatory training plus additional topics for employees for enrichment. On the following page are topics that are included with SP+ University that are available to our employees:

Bags SP+ University: Available Programs



Leadership Programs

- ✦ Manager Training Program
- ✦ Hospital Leadership Academy
- ✦ Manager in Training
- ✦ Supervisor Training

Customer Service

- ✦ 5 Diamond Service
- ✦ Customer Support Online
- ✦ Conflicts of Interest
- ✦ Customer Service 101
- ✦ Creating Winning First Impressions
- ✦ Helping & Keeping Clients
- ✦ Handling Difficult Customers
- ✦ Providing Quality Service
- ✦ Providing Service Excellence
- ✦ Three Keys to Customer Satisfaction
- ✦ Telephone Skills
- ✦ What the Guest Wants

Professional Development

- ✦ Art of Facilitation
- ✦ Creating Presentations
- ✦ Email Etiquette
- ✦ Influencer
- ✦ Individual Listening Skills
- ✦ Problem Solving
- ✦ Project Management
- ✦ Presentations That Work
- ✦ Time Management

Safety & Risk

- ✦ Bloodborne Pathogens
- ✦ First Observer Training
- ✦ Hazard Communication
- ✦ Environmental Protection & Compliance
- ✦ Motor Vehicle Safety Training
- ✦ OSHA
- ✦ Proper Lifting Techniques
- ✦ Robbery Procedures
- ✦ Safety Orientation Training
- ✦ Traffic Control

Sales

- ✦ Customer Loyalty Improvement
- ✦ Development Customer Relationships
- ✦ Introducing SP+ to Clients
- ✦ Mastering Cold Calls
- ✦ Review, Research & Qualify the RFP
- ✦ Negotiating & Starting Right

Management & Leadership

- ✦ Business Writing
- ✦ Communication Skills
- ✦ Change Management
- ✦ Conflict Management
- ✦ Delivering Effective Feedback
- ✦ Delegation
- ✦ Doing Performance Reviews
- ✦ Diffusing Tense Situations
- ✦ Developing a Strong Leadership Team
- ✦ Effective Leadership
- ✦ Employee Motivation
- ✦ Empowering Millennials
- ✦ Employee Performance Recognition
- ✦ Essential Multicultural Communication
- ✦ Individual Leadership Power
- ✦ Interviewing & Hiring Procedures
- ✦ Leader vs. Boss
- ✦ Motivating Staff / Retaining Talent
- ✦ Performance Goals & Expectation
- ✦ Running Effective Meetings
- ✦ Team Problem Solving
- ✦ Using Leadership Basics
- ✦ Working Well With Others

Organizational

- ✦ Code of Business Conduct
- ✦ Information Security Awareness
- ✦ New Hire Fundamentals
- ✦ Preventing Harassment & Discrimination
- ✦ Preventing Workplace Violence
- ✦ Standard Operating Procedures (SOP)
- ✦ Valuing Diversity in the Workplace

Operational

- ✦ Claims Management
- ✦ Cashier Procedures
- ✦ Cashier Shift Report
- ✦ Cleared Transaction
- ✦ Client View to Review Statements
- ✦ Coupon & Hangtag Administration
- ✦ Controlling Labor Costs
- ✦ Creating a Facility Budget
- ✦ Creating a Labor Analysis Report
- ✦ Equipment Meters
- ✦ Field Assessments
- ✦ Ingress / Egress Reports
- ✦ Intro to Financial Statements
- ✦ Key Card Reconciliation
- ✦ Kronos
- ✦ Manual Tickets
- ✦ Monthly Parker AR
- ✦ Monthly Variance Letter
- ✦ Operational Excellence Program
- ✦ Operations Dashboard
- ✦ Ramp Control
- ✦ Revenue Management
- ✦ Remote Management Services
- ✦ SciQuest Procure-to-Pay
- ✦ Segregation of Duties
- ✦ Shuttle Bus Driver Technical Skills
- ✦ SP+ Hyperion Application Training
- ✦ Ticket to Tape Audit & Activity
- ✦ Valet & Hand Issued Tickets
- ✦ Valet Attendant Procedures
- ✦ Validations to be Billed

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V. Pricing



Bags

VPS Passenger Services Consortium RFP
 Staffing schedule proposal
 Bags Inc.
 Prepared: 02.25.22

| Position title | Operational shift | Shift duration | M | T | W | T | F | Sa | S | Total hours per week | Total hours per month | Bill rate | Monthly costs |
|---------------------------------------|-------------------|----------------|------|------|------|------|------|------|------|----------------------|-----------------------|-----------|---------------|
| Passenger Ambassador Service | 0400-1200 | 8.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 112 | 448 | \$20.33 | \$9,108 |
| | 1100-1800 | 8.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 112 | 448 | \$21.33 | \$9,556 |
| | | | - | - | - | - | - | - | - | - | - | \$22.33 | \$0 |
| | | | - | - | - | - | - | - | - | - | - | \$23.33 | \$0 |
| | | | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 224 | 896 | | \$18,664 |
| Curbside Associate | 0500-1300 | 8.0 | - | 8.0 | 8.0 | 8.0 | 8.0 | - | - | 32 | 128 | \$14.51 | \$1,857 |
| | 0500-1500 | 10.0 | 10.0 | - | - | - | - | 10.0 | 10.0 | 30 | 120 | \$14.51 | \$1,741 |
| | 0600-1100 | 5.0 | - | - | 5.0 | 5.0 | - | - | - | 10 | 40 | \$14.51 | \$580 |
| | 0900-1700 | 8.0 | 8.0 | - | - | - | 8.0 | 8.0 | 8.0 | 40 | 160 | \$14.51 | \$2,322 |
| | | | 18 | 16 | 13 | 13 | 16 | 18 | 18 | 112 | 448 | | \$6,501 |
| Baggage Handling Associate | 0400-1200 | 8.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 112 | 448 | \$20.35 | \$9,118 |
| | 1200-2000 | 8.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 112 | 448 | \$20.35 | \$9,118 |
| | | | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 224 | 896 | | \$18,236 |
| Exit Lane Monitor | 0400-1100 | 7.0 | 14.0 | 14.0 | 14.0 | 14.0 | 14.0 | 14.0 | 14.0 | 98 | 392 | \$20.33 | \$7,969 |
| | 1100-1500 | 4.0 | 8.0 | 8.0 | 8.0 | 8.0 | 8.0 | 8.0 | 8.0 | 56 | 224 | \$20.33 | \$4,554 |
| | 1500-2300 | 8.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 112 | 448 | \$20.33 | \$9,108 |
| | | | 38 | 38 | 38 | 38 | 38 | 38 | 38 | 266 | 1,064 | | \$21,631 |
| Wheel Chair Service Agent | 0400-1200 (8h) | 8.0 | - | - | - | 48.0 | 48.0 | 48.0 | 48.0 | 192 | 768 | \$14.50 | \$11,136 |
| | 0800-1200 (4h) | 4.0 | - | - | - | 12.0 | 12.0 | 12.0 | 12.0 | 48 | 192 | \$14.50 | \$2,784 |
| | 1200-1830 (6.5h) | 6.5 | - | - | - | 58.5 | 58.5 | 58.5 | 58.5 | 234 | 936 | \$14.50 | \$13,572 |
| | 1330-1730 (4h) | 4.0 | - | - | - | 4.0 | 4.0 | 4.0 | 4.0 | 16 | 64 | \$14.50 | \$928 |
| | 1830-2330 (5hr) | 5.0 | - | - | - | 15.0 | 15.0 | 15.0 | 15.0 | 60 | 240 | \$14.50 | \$3,480 |
| | 1830-0000 (5.5hr) | 5.5 | - | - | - | 16.5 | 16.5 | 16.5 | 16.5 | 66 | 264 | \$14.50 | \$3,828 |
| | 0400-1200 (8h) | 8.0 | 48.0 | - | - | - | - | - | - | 48 | 192 | \$14.50 | \$2,784 |
| | 0500-1200 (7h) | 7.0 | 14.0 | - | - | - | - | - | - | 14 | 56 | \$14.50 | \$812 |
| | 1200-1700 (5h) | 5.0 | 40.0 | - | - | - | - | - | - | 40 | 160 | \$14.50 | \$2,320 |
| | 1700-2330 (6.5h) | 6.5 | 19.5 | - | - | - | - | - | - | 20 | 78 | \$14.50 | \$1,131 |
| | 1700-0000 (7h) | 7.0 | 21.0 | - | - | - | - | - | - | 21 | 84 | \$14.50 | \$1,218 |
| | 0400-0830 (4.5h) | 4.5 | - | 27.0 | 27.0 | - | - | - | - | 54 | 216 | \$14.50 | \$3,132 |
| | 0830-1630 (8h) | 8.0 | - | 72.0 | 72.0 | - | - | - | - | 144 | 576 | \$14.50 | \$8,352 |
| | 1630-2330 (7h) | 7.0 | - | 35.0 | 35.0 | - | - | - | - | 70 | 280 | \$14.50 | \$4,060 |
| | | | 143 | 134 | 134 | 154 | 154 | 154 | 154 | 1,027 | 4,106 | | \$59,539 |
| Wheel Chair Service Agent (Dispatch) | 0400-1200 | 8.0 | 8.0 | 8.0 | 8.0 | 8.0 | 8.0 | 8.0 | 8.0 | 56 | 224 | \$14.50 | \$3,248 |
| | 1200-2000 | 8.0 | 8.0 | - | - | 8.0 | 8.0 | 8.0 | 8.0 | 40 | 160 | \$14.50 | \$2,320 |
| | 1200-1900 | 7.0 | - | 7.0 | 7.0 | - | - | - | - | 14 | 56 | \$14.50 | \$812 |
| | | | 16 | 15 | 15 | 16 | 16 | 16 | 16 | 110 | 440 | | \$6,380 |
| Sub-Total - Wheel Chair Agents | | | 159 | 149 | 149 | 170 | 170 | 170 | 170 | 1,137 | 4,546 | | \$65,919 |
| Supervisor | 0400-1100 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 49 | 196 | \$21.40 | \$4,195 |
| | 1100-1800 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 49 | 196 | \$21.40 | \$4,195 |
| | 1800-0000 | 6.0 | - | 6.0 | 6.0 | - | - | - | - | 12 | 48 | \$21.40 | \$1,027 |
| | 1800-0100 | 7.0 | 7.0 | - | - | 7.0 | 7.0 | 7.0 | 7.0 | 35 | 140 | \$21.40 | \$2,996 |
| | | | 21 | 20 | 20 | 21 | 21 | 21 | 21 | 145 | 580 | | \$12,414 |
| Manager | 0600-1600 | 8.0 | 8.0 | - | - | 8.0 | 8.0 | 8.0 | 8.0 | 40 | 160 | \$29.47 | \$4,716 |
| | | | 8 | - | - | 8 | 8 | 8 | 8 | 40 | 160 | | \$4,716 |
| Grand Total | | | 308 | 287 | 284 | 314 | 317 | 319 | 319 | 2,148 | 8,590 | | \$148,080 |

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VI. Conclusion



Bags

VI. Conclusion

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BAGS is confident we can deliver excellence to Destin-Fort Walton Beach Airport to provide Concierge Services consisting of Curbside Associates, Wheelchair Service Associates, Exit Lane Monitors, Baggage Handling Associates, Escort Services, and Passenger Ambassador Services. Through our proven track record and over 15 year history of serving airport and airline clients, BAGS provides an exceptional customer experience plus operational excellence.

BAGS currently operates both Wheelchair Services AND Baggage Handling Services at seven (7) airports, plus provides Passenger Ambassador Services at three (3) additional airports and has skycap experience at twenty-plus (20+) airports. Furthermore, with over 15 years of direct experience with airports, our services also extend to areas such as remote airline check-in, operating baggage service offices, to being the leader in delayed baggage delivery. Our presence with delayed baggage delivery extends to over 270 airports in the U.S. and more than 50 airports in Canada. With all of these touchpoints, BAGS handles millions of bags each year and proudly provides services for all major airlines, cruise lines, world-renowned resorts, and convention centers across the country.

With BAGS' origins as a hospitality company 30 years ago, the Customer Service experience BAGS provides is unparalleled and begins with the outstanding and thorough training programs we provide to our employees. BAGS training programs for any position we staff provide job-specific information to perform the role with excellence plus stresses customer service and safety as priorities.

Our exemplary track record plus utilization of *SpringShot* technology in wheelchair operations combined with our exceptional customer service and training programs are significant differentiating factors that set BAGS apart. It would be our privilege for the opportunity to serve and build a strong partnership with the Destin-Fort Walton Beach Airport.

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VII. References



Bags

VII. References



The following are professional references from BAGS' Airports and Airlines clients where our company provides similar services to the Destin-Fort Walton Beach Airport Concierge Services RFP:

Airport References:

- 1. Tom Draper – Chief of Operations**
Greater Orlando Aviation Authority
Email: TDraper@goaa.org
Phone: 407-825-3021
- 2. John Tiliacos – Executive Vice President**
Airport Operations and Customer Service at Tampa International Airport
Email: JTiliacos@tampaairport.com
Phone: 813-870-8711
- 3. Pamela DeChant – Senior Vice President**
Concessions at Denver International Airport
Email: Pamela.Dechant@flydenver.com
Phone: 720-480-6342

Airline References:

- 1. Laura Adams – Director Ground Operations**
Central Baggage Services at Southwest Airlines
Email: Laura.Adams@wnco.com
Phone: 214-205-7842
- 2. Mike Garland – Director Airport and Corporate Purchasing**
Procurement & Supply Chain at American Airlines
Email: Mike.Garland@aa.com
Phone: 602-284-2814
- 3. Steven Tamaroglio – Director Airport Operations**
Experience & Transformation at United Airlines
Email: Steven.Tamaroglio@united.com
Phone: 734-788-5355
- 4. Kevin Kaufman – Director Supply Chain**
Airport Operations & Fuel at Alaska Airlines
Email: Kevin.Kaufman@alaskaair.com
Phone: 206-392-7799

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VIII. Additional Considerations: Curbside Concierge™



Bags

VIII. Additional Considerations:

Bags Curbside Concierge™

BAGS would like to share the BAGS Curbside Concierge baggage check-in opportunity with the Destin-Fort Walton Beach Airport, as our company views this service to be a natural extension and complement to the suite of Concierge Services in the RFP. BAGS Curbside Concierge baggage check-in is a white-glove skycap service where passengers are greeted with complimentary water and other treats in an exclusive red carpet area for a nominal fee (paid for by passengers). This time-saving service allows passengers to check-in their luggage and receive boarding passes, while being able to bypass the airline ticket counter line, maintain social distancing and proceed directly to TSA screening without having to stand in line to check luggage or carry bags throughout the airport. This service also helps to facilitate decongestion in airport terminals and ticket counters.

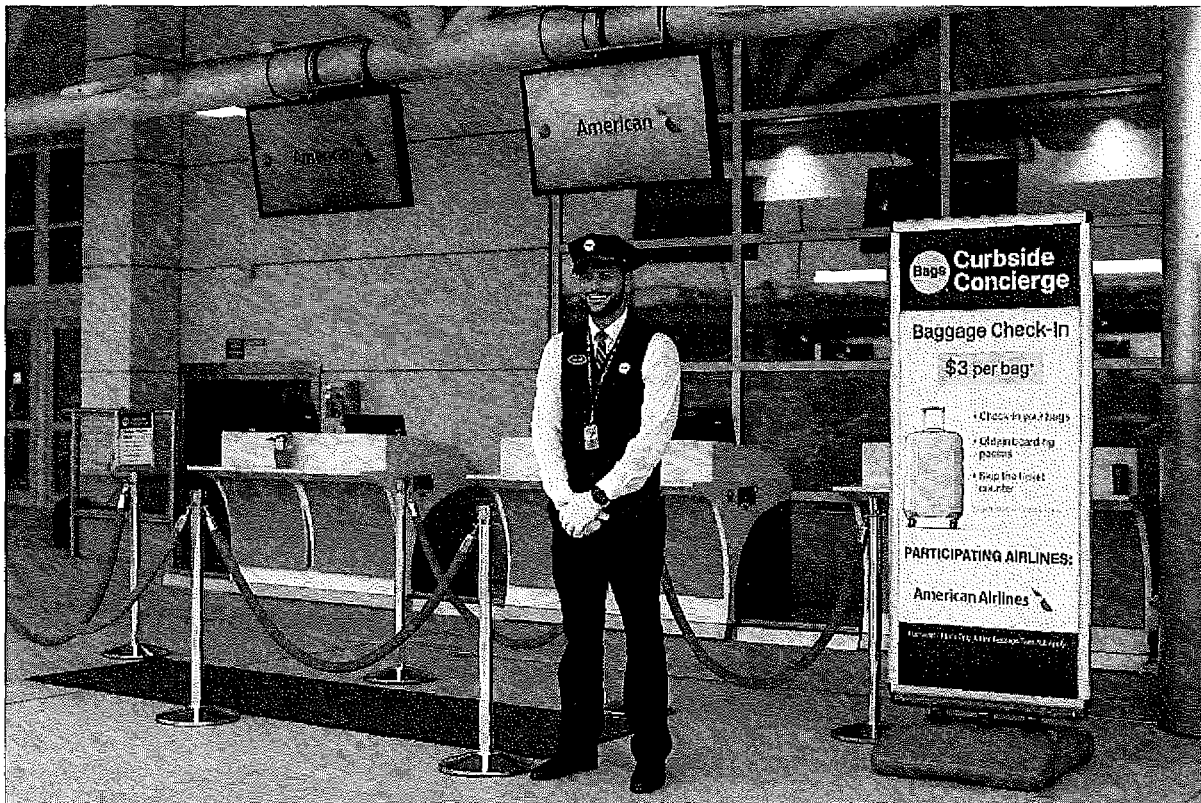


Photo: Curbside Concierge at Orlando International Airport (MCO)

Bags Curbside Concierge™



Photo: Curbside Concierge at Tampa International Airport (TPA)

With BAGS Curbside Concierge at Destin-Fort Walton Beach Airport, the airport would be able to provide an elevated skycap experience to your passengers with the ultimate baggage check-in experience. Our service would be able to check-in luggage for domestic flights for multiple airlines such as American Airlines, Delta Air Lines, Jet Blue Airways, Southwest Airlines, Spirit Airlines and United Airlines from a single check-in station. BAGS would also intend to work directly with Allegiant Airlines to stage a counter at the curb alongside our computers for greatest flexibility.

In this scenario at the Destin-Fort Walton Beach Airport, customers are greeted at the curb but then have the option to check-in luggage at the elegant BAGS check-in area or proceed inside with our assistance to the ticket counter. The addition of BAGS Curbside Concierge may also provide the Destin-Fort Walton Beach Airport a potential cost-savings opportunity while providing your passengers greater options for baggage check-in, reducing congestion inside the ticket counter and high levels of customer satisfaction.



Market Research surveys conducted with BAGS Curbside Concierge customers demonstrated very high satisfaction, with a summary of the findings below:

- Extremely strong customer satisfaction scores at 97% and high repeat intent (95%). These scores were driven by the ease, convenience, speed and exceptional quality of service that customers expressed to us that they experienced with Curbside Concierge.
- These high satisfaction scores resulted in a positive halo effect for the airport – with 89% of customers MORE satisfied with the airport as a result of having BAGS Curbside Concierge service.

Furthermore, additional market research surveys were fielded to understand price sensitivity support a \$3 to \$5 per bag fee from passengers, and this acceptance has been evidenced by the 95% intent to repeat.

A variety of cost model options exist to engage with BAGS Curbside Concierge and can be designed to best meet the needs of the Destin-Fort Walton Beach Airport. BAGS would be happy to have more in-depth conversations and discussions with the airport regarding this opportunity, and BAGS view Curbside Concierge as a natural complement of the suite of Concierge Services in this RFP.

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IX. Required Documents



Bags

IX. Required Documents

Bags



- A. Respondent Acknowledgment Form
- B. Drug-Free Workplace Certification Form
- C. Conflict of Interest
- D. Federal E-Verify
- E. Cone of Silence
- F. Indemnification and Hold Harmless
- G. Company Data
- H. System of Awards Management
- I. Addendum Acknowledgement
- J. Certification Regarding Lobbying
- K. Governmental Debarment & Suspension
- L. Contractors on Scrutinized Companies List
- M. Compliance with Nondiscrimination Requirements
- N. Certificate of Good Standing for State of Florida

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 10-29-2021

SIGNATURE: 

COMPANY: Baggage Airline Guest Services, Inc.

NAME: Bob Miles
(Typed or Printed)

ADDRESS: 6751 Forum Dr, Suite 200

Orlando, FL 32821

TITLE: President

United States of America

E-MAIL: b miles@maketraveleasier.com

PHONE #.: 407-849-0670

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all Respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no." If yes, give person(s) name(s) and position(s) with your business.

YES: _____

NO: ✓

NAME(S)

POSITION(S)

FIRM NAME: Baggage Airline Guest Services, Inc.

BY (PRINTED): Bob Miles

BY (SIGNATURE): 

TITLE: President

ADDRESS: 6751 Forum Dr, Suite 200 Orlando FL, 32821

PHONE NO.: 407-849-0670

E-MAIL : bmiles@maketraveleasier.com

DATE: 10-29-2021

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 10-29-2021

SIGNATURE: 

COMPANY: Baggage Airline Guest Services, Inc.

NAME: Bob Miles

ADDRESS: 6751 Forum Dr, Suite 200

TITLE: President

Orlando FL, 32821

United States of America

E-MAIL: bmiles@maketraveleasier.com

PHONE NO.: 407-849-0670

CONE OF SILENCE

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the Respondent from consideration during the selection process.

All Respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I Bob Mird representing Baggage Airline Guest Services, Inc.
Signature Company Name

On this 29th day of October 2021, I hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Baggage Airline Guest Services, Inc.

Respondent's Company Name



Authorized Signature – Manual

6751 Forum Dr, Suite 200 Orlando FL, 32821

Physical Address

Bob Miles

Authorized Signature – Typed

6751 Forum Dr, Suite 200 Orlando FL, 32821

Mailing Address

President

Title

407-849-0670

Phone Number

N/A

FAX Number

407-284-1231

Cellular Number

407-284-1231

After-Hours Number(s)

10-29-2021

Date

bmiles@maketraveleasier.com

Email

COMPANY DATA

Respondent's Company Name: Baggage Airline Guest Services, Inc.

Physical Address & Phone #:

6751 Forum Dr, Suite 200

Orlando FL, 32821

United States of America

407-849-0670

Contact Person (Typed-Printed): Bob Miles

Phone #: 407-849-0670

Cell #: 407-284-1231

Email: bmiles@maketraveleasier.com

Federal ID or SS #: 16-1171179

Respondent's License #: Sunbiz #P01000035039

Respondent's DUNS #: 020645206

Fax #: N/A

Emergency #'s After Hours,
Weekends & Holidays: 407-284-1231

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Respondent has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The respondent has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The respondent will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the respondent acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Respondent shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Respondent’s name and address exactly as stated in the offer. The Respondent also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Respondent is registered in the SAM database.

(c) If the Respondent does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Respondent should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.

- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Respondent does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Respondent.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Respondents who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Respondents may obtain information on registration at <https://www.acquisition.gov> .

Respondents SAM information:

| | |
|-----------------|---|
| Entity Name: | <u>Baggage Airline Guest Services, Inc.</u> |
| Entity Address: | <u>6751 Forum Dr, Suite 200 Orlando FL, 32821</u> |
| Duns Number: | <u>020645206</u> |
| CAGE Code: | <u>Can provide upon award of proposal.</u> |

**ADDENDUM ACKNOWLEDGEMENT
RFP AP 04-22**

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

| ADDENDUM NO. | DATE |
|--------------|------|
| N/A | N/A |
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NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the Respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Baggage Guest Services, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

[Signature] Signature of Contractor's Authorized Official

Bob Miles Name and Title of Contractor's Authorized Official

10-29-2021 Date

Government Debarment & Suspension Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

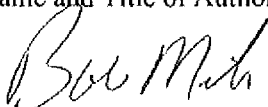
The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING
CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Printed Name and Title of Authorized Representative Bob Miles, President



Signature

10-29-2021

Date

CONTRACTORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed 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 section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, 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 has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 10-29-2021

SIGNATURE: 

COMPANY: Baggage Airline Guest Services, Inc.

NAME: Bob Miles
(Typed or Printed)

ADDRESS: 6751 Forum Dr, Suite 200

TITLE: President

Orlando FL, 32821

E-MAIL: bmiles@maketraveleasier.com

United States of America

PHONE NO.: 407-849-0670

Exhibit "B"

Title VI Clauses for Compliance with Nondiscrimination Requirements

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:

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.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements 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.
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.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination 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:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, 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.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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 non-discrimination statutes and authorities; including but not limited to:

- 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);
- 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);
- 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);
- 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;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- 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);
- 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, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 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;
- 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);

- 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;
- 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);
- 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).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation 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 [*contractor / consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor / consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor 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). Contractor 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.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;

- b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
- a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or

ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

(a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

(1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 10-29-2021

SIGNATURE: 

COMPANY: Baggage Airline Guest Services, Inc.

NAME: Bob Miles

ADDRESS: 6751 Forum Dr, Suite 200
Orlando FL, 32821
United States of America

TITLE: President

E-MAIL: bmiles@maketraveleasier.com

PHONE NO.: 407-849-0670

State of Florida

Department of State

I certify from the records of this office that BAGGAGE AIRLINE GUEST SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on April 3, 2001.

The document number of this corporation is P01000035039.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on April 20, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eleventh day of June, 2021*



Randy R. Lee
Secretary of State

Tracking Number: 3176604886CU

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

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

**CONCIERGE SERVICES AT DESTIN- FORT WALTON
 BEACH AIRPORT (VPS) RFP AP 04-22
 RANKING SHEET**

| QUALIFICATIONS | COMPANY NAME | |
|---|---------------------|--|
| Previous Experience. Respondent's successful experience providing and performing the duties outlined in the scope of services at other Airports. Proven success at other Airports similar in type and size. (30 points) | | |
| Standard Operating Procedures (SOP) Respondent's Standard. Operating Procedures (SOP). Includes the Quality of Professional Services and Customer Service Initiatives that will be Delivered. Ability and approach to effectively oversee operations on a day-to-day basis, understanding of the scope, operating procedures, ability and manner of how requested services will be provided, recruiting, staffing plan and model. (40 points) | | |
| Training Plans. Clarity, quality, and comprehensiveness of the employee training plans for each labor category (job position title). (15 points) | | |
| Overhead Percentage and Profit Percentage on Direct Labor Costs. The cost reasonableness for the percentage of overhead applied over and above the direct labor costs for each labor category (job position title). The cost reasonableness for the percentage of profit applied over and above the direct labor costs for each labor category (job position title). (10 points) | | |
| References. 3 professional references from other Airports, within the last five (5) years, through which your company had provided same services as the scope of services listed. (5 points) | | |
| | | |
| Total (100-point scale) | | |

DRAFT CONTRACT

Please note: This sample contract is a draft contract for proposers to view and understand the County’s standard terms and conditions. It is subject to revisions. By submitting a proposal, respondent understands and acknowledges that the draft contract is not an offer. Respondents are not to sign this draft contract.

AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA

AND

CONTRACT ID

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made this _____, day of _____, 20_____, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the “County”), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and _____, a _____ authorized to do business in the State of Florida (hereinafter referred to as “Contractor”) whose Federal I.D. # is _____.

RECITALS

WHEREAS, the County is in need of a contractor to provide _____ (“Services”); and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County issued an _____ to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor’s responsive to the procurement is included as Attachment “A”; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of _____ Dollars (\$ _____), as further detailed below.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

- Attachment “A” – Procurement _____ and Contractor’s Response;
- Attachment “B” – Insurance Requirements;
- Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;
- Attachment “D” – Scrutinized Companies Certification;

2. Services. Contractor agrees to perform the following services,

The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal. The term of this Agreement shall begin _____, and shall continue for a period of _____ (_____) _____ from the date of full execution of this Agreement, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may not be renewed; or

This agreement may be renewed upon mutual written agreement of the parties for a period of up to _____, _____ renewals.

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of _____ Dollars (\$ _____).

a. Contractor shall submit an invoice to the County upon _____. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.

b. Disbursement. Check one:

There are no reimbursable expenses associated with this Agreement.

The following are reimbursable expenses associated with this Agreement:

c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor _____ (_____) days to cure such default. If the default remains uncured after _____ (_____) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by

giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.

- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. 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 County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall 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 the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

10. Audit. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

| | | |
|------------------------------|--|---|
| If to the County: | | With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070 |
| If to the Contractor: | | |

12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior

to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

a. Compliance with Regulations: The Contractor 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 and attached hereto as Attachment "C".

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, 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.

c. Solicitations for Subcontracts, including Procurements 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.

d. 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 County or other governmental entity 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 County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, 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 County 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 County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

17. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

18. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

19. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

20. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating

to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

21. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

22. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

23. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

24. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

25. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

26. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS:

Signature

BY: _____

Print Name

ATTEST:

OKALOOSA COUNTY, FLORIDA

J.D. Peacock II, Clerk of Courts

BY: _____
Charles K. Windes, Jr., Chairman

Attachment “A”

Attachment “B” Insurance Requirements

Attachment “C” Civil Rights Clauses

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 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);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- 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);
- 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, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 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);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

**Attachment “D”
Scrutinized Contractors Certificate**

RFP AP 04-22
Concierge Services for
Destin-Fort Walton Airport (VPS)
ATTACHMENT "B"-
Staffing and Pricing Schedule (1 of 2)

VPS Passenger Services Consortium RFP
 Staffing schedule proposal
 Bags Inc.
 Prepared: 02.25.22

| Position title | Operational shift | Shift duration | M | T | W | T | F | Sa | S | Total hours per week | Total hours per month | Bill rate | Monthly costs |
|---------------------------------------|-------------------|----------------|------------|------------|------------|------------|------------|------------|------------|----------------------|-----------------------|-----------|------------------|
| Passenger Ambassador Service | 0400-1200 | 8.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 112 | 448 | \$20.33 | \$9,108 |
| | 1100-1800 | 8.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 112 | 448 | \$21.33 | \$9,556 |
| | - | - | - | - | - | - | - | - | - | - | - | \$22.33 | \$0 |
| | - | - | - | - | - | - | - | - | - | - | - | \$23.33 | \$0 |
| | | | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 224 | 896 | | \$18,664 |
| Curbside Associate | 0500-1300 | 8.0 | - | 8.0 | 8.0 | 8.0 | 8.0 | - | - | 32 | 128 | \$14.51 | \$1,857 |
| | 0500-1500 | 10.0 | 10.0 | - | - | - | - | 10.0 | 10.0 | 30 | 120 | \$14.51 | \$1,741 |
| | 0600-1100 | 5.0 | - | - | 5.0 | 5.0 | - | - | - | 10 | 40 | \$14.51 | \$580 |
| | 0900-1700 | 8.0 | 8.0 | 8.0 | - | - | 8.0 | 8.0 | 8.0 | 40 | 160 | \$14.51 | \$2,322 |
| | | | 18 | 16 | 13 | 13 | 16 | 18 | 18 | 112 | 448 | | \$6,501 |
| Baggage Handling Associate | 0400-1200 | 8.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 112 | 448 | \$20.35 | \$9,118 |
| | 1200-2000 | 8.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 112 | 448 | \$20.35 | \$9,118 |
| | | | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 224 | 896 | | \$18,236 |
| Exit Lane Monitor | 0400-1100 | 7.0 | 14.0 | 14.0 | 14.0 | 14.0 | 14.0 | 14.0 | 14.0 | 98 | 392 | \$20.33 | \$7,969 |
| | 1100-1500 | 4.0 | 8.0 | 8.0 | 8.0 | 8.0 | 8.0 | 8.0 | 8.0 | 56 | 224 | \$20.33 | \$4,554 |
| | 1500-2300 | 8.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 16.0 | 112 | 448 | \$20.33 | \$9,108 |
| | | | 38 | 38 | 38 | 38 | 38 | 38 | 38 | 266 | 1,064 | | \$21,631 |
| Wheel Chair Service Agent | 0400-1200 (8h) | 8.0 | - | - | - | 48.0 | 48.0 | 48.0 | 48.0 | 192 | 768 | \$14.50 | \$11,136 |
| | 0800-1200 (4h) | 4.0 | - | - | - | 12.0 | 12.0 | 12.0 | 12.0 | 48 | 192 | \$14.50 | \$2,784 |
| | 1200-1830 (6.5h) | 6.5 | - | - | - | 58.5 | 58.5 | 58.5 | 58.5 | 234 | 936 | \$14.50 | \$13,572 |
| | 1330-1730 (4h) | 4.0 | - | - | - | 4.0 | 4.0 | 4.0 | 4.0 | 16 | 64 | \$14.50 | \$928 |
| | 1830-2330 (5hr) | 5.0 | - | - | - | 15.0 | 15.0 | 15.0 | 15.0 | 60 | 240 | \$14.50 | \$3,480 |
| | 1830-0000 (5.5hr) | 5.5 | - | - | - | 16.5 | 16.5 | 16.5 | 16.5 | 66 | 264 | \$14.50 | \$3,828 |
| | 0400-1200 (8h) | 8.0 | 48.0 | - | - | - | - | - | - | 48 | 192 | \$14.50 | \$2,784 |
| | 0500-1200 (7h) | 7.0 | 14.0 | - | - | - | - | - | - | 14 | 56 | \$14.50 | \$812 |
| | 1200-1700 (5h) | 5.0 | 40.0 | - | - | - | - | - | - | 40 | 160 | \$14.50 | \$2,320 |
| | 1700-2330 (6.5h) | 6.5 | 19.5 | - | - | - | - | - | - | 20 | 78 | \$14.50 | \$1,131 |
| | 1700-0000 (7h) | 7.0 | 21.0 | - | - | - | - | - | - | 21 | 84 | \$14.50 | \$1,218 |
| | 0400-0830 (4.5h) | 4.5 | - | 27.0 | 27.0 | - | - | - | - | 54 | 216 | \$14.50 | \$3,132 |
| | 0830-1630 (8h) | 8.0 | - | 72.0 | 72.0 | - | - | - | - | 144 | 576 | \$14.50 | \$8,352 |
| | 1630-2330 (7h) | 7.0 | - | 35.0 | 35.0 | - | - | - | - | 70 | 280 | \$14.50 | \$4,060 |
| | | | 143 | 134 | 134 | 154 | 154 | 154 | 154 | 1,027 | 4,106 | | \$59,539 |
| Wheel Chair Service Agent (Dispatch) | 0400-1200 | 8.0 | 8.0 | 8.0 | 8.0 | 8.0 | 8.0 | 8.0 | 8.0 | 56 | 224 | \$14.50 | \$3,248 |
| | 1200-2000 | 8.0 | 8.0 | - | - | 8.0 | 8.0 | 8.0 | 8.0 | 40 | 160 | \$14.50 | \$2,320 |
| | 1200-1900 | 7.0 | - | 7.0 | 7.0 | - | - | - | - | 14 | 56 | \$14.50 | \$812 |
| | | | 16 | 15 | 15 | 16 | 16 | 16 | 16 | 110 | 440 | | \$6,380 |
| Sub-Total - Wheel Chair Agents | | | 159 | 149 | 149 | 170 | 170 | 170 | 170 | 1,137 | 4,546 | | \$65,919 |
| Supervisor | 0400-1100 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 49 | 196 | \$21.40 | \$4,195 |
| | 1100-1800 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 49 | 196 | \$21.40 | \$4,195 |
| | 1800-0000 | 6.0 | - | 6.0 | 6.0 | - | - | - | - | 12 | 48 | \$21.40 | \$1,027 |
| | 1800-0100 | 7.0 | 7.0 | - | - | 7.0 | 7.0 | 7.0 | 7.0 | 35 | 140 | \$21.40 | \$2,996 |
| | | | 21 | 20 | 20 | 21 | 21 | 21 | 21 | 145 | 580 | | \$12,414 |
| Manager | 0800-1600 | 8.0 | 8.0 | - | - | 8.0 | 8.0 | 8.0 | 8.0 | 40 | 160 | \$29.47 | \$4,716 |
| | | | 8 | - | - | 8 | 8 | 8 | 8 | 40 | 160 | | \$4,716 |
| Grand Total | | | 308 | 287 | 284 | 314 | 317 | 319 | 319 | 2,148 | 8,590 | | \$148,080 |

RFP AP 04-22
Concierge Services for
Destin-Fort Walton Airport (VPS)
ATTACHMENT "B"-
Staffing and Pricing Schedule (2 of 2)

Effective dates: contract start to 9/29/2022 (1)

| Position | Starting Wage rate | Payroll overhead (2) | Operating overhead (3) | Sub-Total overhead | Management fee | Billable rate (total) regular hours | Billable rate overtime hours (1.5x) |
|--------------------------------|--------------------|----------------------|------------------------|--------------------|----------------|-------------------------------------|-------------------------------------|
| Passenger Ambassador Service | \$14.00 | \$3.30 | \$2.22 | \$5.52 | \$0.81 | \$20.33 | \$30.49 |
| Curbside Associate | \$10.00 | \$2.36 | \$1.58 | \$3.94 | \$0.57 | \$14.51 | \$21.77 |
| Baggage Handling Associate | \$14.00 | \$3.30 | \$2.22 | \$5.52 | \$0.83 | \$20.35 | \$30.53 |
| Exit Lane Monitor | \$14.00 | \$3.30 | \$2.22 | \$5.52 | \$0.81 | \$20.33 | \$30.49 |
| Wheel Chair Service Agents (4) | \$10.00 | \$2.36 | \$1.58 | \$3.94 | \$0.56 | \$14.50 | \$21.75 |
| Supervisor | \$15.00 | \$3.54 | \$2.34 | \$5.87 | \$0.53 | \$21.40 | \$32.10 |
| Manager | \$22.00 | \$5.30 | \$2.03 | \$7.33 | \$0.14 | \$29.47 | \$44.21 |

Effective date: 9/30/2023 (1)

| Position | Starting Wage rate | Payroll overhead (2) | Operating overhead (3) | Sub-Total overhead | Management fee | Billable rate (total) regular hours | Billable rate overtime hours (1.5x) |
|--------------------------------|--------------------|----------------------|------------------------|--------------------|----------------|-------------------------------------|-------------------------------------|
| Passenger Ambassador Service | \$14.42 | \$3.40 | \$2.18 | \$5.58 | \$0.83 | \$20.83 | \$31.25 |
| Curbside Associate | \$11.00 | \$2.59 | \$1.67 | \$4.26 | \$0.63 | \$15.89 | \$23.84 |
| Baggage Handling Associate | \$14.42 | \$3.40 | \$2.16 | \$5.56 | \$0.85 | \$20.84 | \$31.26 |
| Exit Lane Monitor | \$14.42 | \$3.40 | \$2.18 | \$5.58 | \$0.83 | \$20.83 | \$31.25 |
| Wheel Chair Service Agents (4) | \$11.00 | \$2.59 | \$1.68 | \$4.27 | \$0.62 | \$15.89 | \$23.83 |
| Supervisor | \$15.45 | \$3.64 | \$2.12 | \$5.76 | \$0.55 | \$21.76 | \$32.63 |
| Manager | \$22.66 | \$5.46 | \$1.20 | \$6.67 | \$0.14 | \$29.47 | \$44.21 |

Effective date: 9/30/2024 (1)

| Position | Starting Wage rate | Payroll overhead (2) | Operating overhead (3) | Sub-Total overhead | Management fee | Billable rate (total) regular hours | Billable rate overtime hours (1.5x) |
|--------------------------------|--------------------|----------------------|------------------------|--------------------|----------------|-------------------------------------|-------------------------------------|
| Passenger Ambassador Service | \$14.85 | \$3.50 | \$2.27 | \$5.77 | \$0.81 | \$21.44 | \$32.16 |
| Curbside Associate | \$12.00 | \$2.83 | \$1.83 | \$4.66 | \$0.66 | \$17.32 | \$25.98 |
| Baggage Handling Associate | \$14.85 | \$3.50 | \$2.28 | \$5.78 | \$0.81 | \$21.45 | \$32.17 |
| Exit Lane Monitor | \$14.85 | \$3.50 | \$2.27 | \$5.77 | \$0.81 | \$21.44 | \$32.16 |
| Wheel Chair Service Agents (4) | \$12.00 | \$2.83 | \$1.83 | \$4.66 | \$0.66 | \$17.32 | \$25.98 |
| Supervisor | \$15.91 | \$3.75 | \$1.88 | \$5.63 | \$0.85 | \$22.39 | \$33.59 |
| Manager | \$23.34 | \$5.62 | \$0.31 | \$5.93 | \$0.20 | \$29.47 | \$44.21 |

Footnotes and considerations

- (1) Effective dates are established to remain in compliance with the State of Florida minimum wage schedules.
- (2) Payroll overhead totals are inclusive of all payroll taxes, benefits, and workers compensation insurance.
- (3) Operating overhead totals include, but are not limited to, general liability insurance, employee parking, and office space lease.
- (4) Wheel Chair Service Agent position will include a Dispatcher who will be compensated at a non-tipped wage (\$14.00 and above).

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees

employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation. A waiver of subrogation is required on all policies

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

| | <u>LIMIT</u> |
|--|--|
| 1. Workers' Compensation | |
| 1.) State | Statutory |
| 2.) Employer's Liability | \$500,000 each accident |
| 2. Business Automobile | \$1,000,000 each accident (A combined single limit) |
| 3. Commercial General Liability for Bodily Injury & Property Damage | \$1,000,000 each occurrence |
| \$1,000,000 each occurrence Products and completed operations | |
| 4. Personal and Advertising Injury | \$1,000,000 each occurrence |

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice

requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.

4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

**RFP AP 04-22
Concierge Services for
Destin-Fort Walton Airport (VPS)
ATTACHMENT "D"-
Scrutinized Contractors Certificate**

CONTRACTORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed 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 section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, 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 has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 10-29-2021

SIGNATURE: 

COMPANY: Baggage Airline Guest Services, Inc.

NAME: Bob Miles
(Typed or Printed)

ADDRESS: 6751 Forum Dr, Suite 200

TITLE: President

Orlando FL, 32821

E-MAIL: bmiles@maketraveleasier.com

United States of America

PHONE NO.: 407-849-0670