

Hillsborough County Aviation Authority

REMOTE BAGGAGE CHECK SERVICES CONTRACT

COMPANY: BAGGAGE AIRLINE GUEST SERVICES, INC.

Term Date: December 1, 2017 through November 30, 2019

Board Date: August 3, 2017

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HILLSBOROUGH COUNTY AVIATION AUTHORITY
Remote Baggage Check Services Contract

This Contract for Remote Baggage Check Services (hereinafter referred to as Contract) is made and entered into this 3rd day of August, 2017 between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (hereinafter referred to as Authority), and Baggage Airline Guest Services, Inc., a Florida corporation, authorized to do business in the State of Florida, (hereinafter referred to as Company), (collectively hereinafter referred to as the Parties).

For and in consideration of the mutual covenants hereof, the Parties do hereby agree as follows:

ARTICLE 1

CONTRACT

1.01 Definitions

The following terms will have the meanings as set forth below:

- A. **Accounts Payable:** The unit within Authority Finance Department that deals with accounts payable.
- B. **Airport Operations Center (AOC):** Staffed 24 hours for all emergencies and after-hours maintenance work orders. Also maintains Airport Lost and Found Office.
- C. **Airside Terminals:** The four buildings designated as A, C, E and F supporting passenger airline operations and connected to the Main Terminal via shuttle cars.
- D. **Assigned Area:** To include office space and other areas of the ConRAC, Airside Terminals or elsewhere at the Airport that are assigned to Company to occupy and use for the purpose set forth herein.
- E. **Authority Business Days:** 8:00 a.m. to 5:00 p.m., Eastern Time Zone, Monday through Friday, with the exception of Authority holidays.
- F. **Authorized Agent:** Company authorized to sell and provide ancillary and other services, such as Baggage Check/Handling Services, as the airline may authorize.
- G. **Baggage Check/Handling Services:** (1) Accepting baggage from airline passengers; (2) processing the baggage in an airline or a Common Use System; and (3) printing and applying baggage tags.

- H. **Board:** The Hillsborough County Aviation Authority Board of Directors.
- I. **CEO:** Authority Chief Executive Officer.
- J. **Commencement Date:** The date provided in a Notice to Proceed issued by the Contract Manager which sets forth the date on which Company begins providing Services to Customers.
- K. **Common Use System:** Airport-operator-provided hardware and software system that provides an interface through which airline-proprietary systems can operate with increase facility utilization and flexibility.
- L. **Consolidated Rental Car Center (ConRAC):** The Consolidated Rental Car Facility located at the South Terminal Support Area that houses the on-Airport rental car companies.
- M. **Contract Documents:** The following documents are a part of this Contract and are hereby incorporated by reference: the terms and conditions as contained in this Contract; Request for Proposal (RFP) No. 17-534-006, Remote Baggage Check Services, dated December 30, 2016, and all its addenda; and Company's response to RFP No. 17-534-006, Remote Baggage Check Services, and any subsequent information submitted by Company during the evaluation process.
- N. **Contract Manager:** Authority representative responsible for coordinating and overseeing the Contract to include, but not be limited to, monitoring, interpreting and overseeing the Services with regard to the quality performed, the manner of performance, and Authority and customer satisfaction with performance levels.
- O. **Contract Year:** The 12-month period beginning on the Commencement Date and each anniversary thereof.
- P. **Corporate Representative:** The management representative of the Company at the corporate level responsible for responding to Authority needs 24 hours per day, seven days per week.
- Q. **Customer Service Agent:** Individual designated by Company to assist with printing boarding passes and baggage tags, applying baggage tags, loading baggage on to the bag belt and providing flight information to customers.
- R. **Director of Operations:** Authority's senior-level executive responsible for all matters regarding Airport Operations.
- S. **Driver:** Individual designated by Company to load, unload and transport baggage from the ConRAC to the Induction Points.

- T. **Equipment:** All vehicles and other equipment needed to provide the Services to include box trucks, secured bag carts and any other associated equipment.
- U. **Federal Aviation Administration (FAA):** The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.
- V. **General Manager:** The individual designated by Company to exclusively manage and oversee all Services required under this Contract.
- W. **Hours of Operation:** 5:00 a.m. to 7:30 p.m., seven (7) days a week, including holidays.
- X. **Induction Points:** The locations where the bags will be dropped at the Main Terminal.
- Y. **Main Terminal:** The nine-level structure that contains baggage claim, airline ticket counters and transfer level with Authority management and executive offices, and the six short-term parking levels.
- Z. **Personnel:** Individuals who are directly employed or contracted by Company to perform the Services at the ConRAC.
- AA. **Remote Baggage Check Services (Services):** Services to be performed by Company to include, but not be limited to, accepting baggage from airline passengers; processing baggage and accepting baggage fee payment for participating airlines using Authority Common Use System; printing and applying baggage tags; and transporting baggage from the ConRAC to Induction Points.
- BB. **Service Hours:** The Hours of Operation and any additional hours as approved in advance by the Contract Manager.
- CC. **South Terminal Support Area:** Area located south of the Main Terminal that serves as the gateway to the Airport and consists of the ConRAC, Economy Garage and local roadways.
- DD. **Supervisor:** Individual designated by Company to supervise the Services provided by Customer Service Agents and Drivers.
- EE. **Transportation Security Administration (TSA):** The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

1.02 Exhibits

The following Exhibits are attached hereto and are hereby incorporated and made a part of this Contract. Based on the needs of Authority, the Exhibits may be modified from time to time by letter to Company without formal amendment to this Contract.

- A. Exhibit A, Scope of Work
- B. Exhibit B, Bag Check-in Location
- C. Exhibit C, Bag Delivery Route and Induction Points
- D. Exhibit D, Staffing Plan
- E. Exhibit E, Operations Plan

ARTICLE 2

SCOPE OF WORK

- 2.01 Company agrees to provide the Services as set forth in Exhibit A, Scope of Work.

ARTICLE 3

TERM

- 3.01 Effective Date

This Contract will become effective upon execution by Company and approval and execution by Authority. This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

- 3.02 Term

The Term of this Contract commences on December 1, 2017 and will continue through November 30, 2019, unless terminated earlier as provided herein.

- 3.03 Renewal Options

This Contract may be renewed at the same terms and conditions hereunder for three, one-year periods at the discretion of the CEO. Such renewal will be effective by issuance of a written letter to Company by CEO.

- 3.04 Early Termination

The Authority or Company may cancel this Contract, without cause, by giving 120 days written notice to the other Party.

- 3.05 Extension

In the event of a delay in awarding a subsequent contract for the same Services described herein, Authority reserves the right, at its sole discretion, to extend this Contract on the same terms and conditions, for a period of time not to exceed 12 months, until such subsequent contract is awarded and commences or until this Contract is otherwise terminated. The CEO is authorized to enter into such extension by

letter without the need to amend this Contract. Company will be notified of such extension at least sixty (60) days prior to the date thereof.

3.06 Rights and Obligations upon Expiration or Termination

A. Company shall, upon termination or expiration of this Contract, whether with or without cause:

1. Surrender the Assigned Area to Authority in good order and condition, reasonable use and wear thereof excepted. Company is not required to repair or restore damage that was not caused by Company, its Personnel and its subcontractors.
2. Provide to Authority any and all keys to doors within the ConRAC and Airport.
3. Remove all furniture, fixtures, and equipment installed by Company and other personal property and leave the Assigned Area in broom clean condition. If Company fails to remove such furniture, fixtures and equipment within ten (10) days from the date of termination of this Contract, Company shall be deemed to have abandoned same and Authority shall have the right, at its option, and in its sole discretion, to take title to said furniture, fixtures and/or equipment and sell, contract, salvage, or dispose of the same in any manner permitted by law. Company shall have no right, interest or claim in or to any proceeds of the sale or other disposition of such items. Any net expense Authority incurs in disposing of such items shall be immediately reimbursed by Company.
4. Immediately repair any damage caused by removal of its furniture, fixtures and equipment at Company's expense and to the satisfaction of Authority.

B. Authority shall be entitled to:

1. Exercise the non-judicial remedy of locking Company out of the Assigned Area as a means of enforcing Authority's right of possession.
2. De-activating Company's Personnel security badges or credentials.

ARTICLE 4

FEES AND PAYMENT

4.01 Payment

Authority will pay Company based on the Annual Management Fees and Hourly Service Rates as detailed below. No other fees or costs will be paid to Company for the provision of Services.

- A. Annual Management Fees are as follows and will be paid in equal monthly installments:

Contract Year	Annual Management Fee
1	\$ 280,717.00
2	\$ 264,140.00
Renewal Option Years	
1	\$ 253,130.00
2	\$ 253,130.00
3	\$ 253,130.00

- B. Hourly Service Rates are listed below and will be paid in monthly installments for actual hours worked per job category.

Contract Year	Hourly Service Rate			
	General Manager	Supervisor	Customer Service Agent	Driver
1	\$ 26.00	\$ 16.90	\$ 10.47	\$ 11.70
2	\$ 26.78	\$ 17.41	\$ 10.78	\$ 12.05
Renewal Option Years				
1	\$ 27.58	\$ 17.93	\$ 11.10	\$ 12.41
2	\$ 28.41	\$ 18.47	\$ 11.44	\$ 12.78
3	\$ 29.26	\$ 19.02	\$ 11.78	\$ 13.17

4.02 Invoices

Invoices required by this Contract will be created and submitted by Company to Authority Finance Department via Oracle iSupplier® Portal Full Access in a form acceptable to Authority and will include at a minimum the invoice date, invoice amount, dates of Services, service hours per month per job category and purchase order number.

4.03 Payment Method

Company will receive electronic payments via Automated Clearing House (ACH) – VIP Supplier, ACH – Standard, ePayables, or Purchasing Card (PCard). Information regarding the electronic payment methods and processes including net terms is available on Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > More Information – Electronic Payment Methods. Authority reserves the right to modify the electronic payment methods and processes at any time. Company may change its selected electronic payment method during the Term of this Contract in coordination with Accounts Payable.

4.04 Payment When Services Are Terminated at the Convenience of Authority

In the event of termination of this Contract for the convenience of Authority, Authority will compensate Company as listed below; however, in no event shall Company be entitled to any damages or remedies for wrongful termination.

- A. All work performed prior to the effective date of termination; and

B. Expenses incurred by Company in effecting the termination of this Contract as approved in advance by Authority.

4.05 Prompt Payment

Company must pay any of its subcontractor(s) who have submitted verified invoices for work already performed within ten (10) calendar days of being paid by Authority. Any exception to this prompt payment provision will only be for good cause with prior written approval of Authority. Failure of Company to pay any of its subcontractor(s) accordingly will be a material breach of this Contract.

ARTICLE 5

TAXES

All taxes of any kind and character payable on account of the work done and materials furnished under this Contract will be paid by Company. The laws of the State of Florida provide that sales tax and use taxes are payable by Company upon the tangible personal property incorporated in the work and such taxes will be paid by Company. Authority is exempt from all State and federal sales, use and transportation taxes.

ARTICLE 6

OWNERSHIP OF DOCUMENTS

All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form or characteristics made by Company or its employees incident to, or in the course of, professional services to Authority, will be and remain the property of Authority.

ARTICLE 7

QUALITY ASSURANCE

Company will be solely responsible for the quality of all work performed by Company, its employees and/or its subcontractors under this Contract. All Services furnished by Company, its employees and/or its subcontractors must be performed in accordance with best management practices and best professional judgment, in a timely manner, and must be fit and suitable for the purposes intended by Authority. Company's Services and deliverables must conform with all applicable federal and State laws, regulations and ordinances.

ARTICLE 8

NON-EXCLUSIVE

Company acknowledges that Authority has, or may hire, others to perform work similar to or the same as that which is within Company's Scope of Work under this Contract. Company further acknowledges that this Contract is not a guarantee of the assignment of any work and that the assignment of work to others is solely within Authority discretion.

ARTICLE 9

DEFAULT AND TERMINATION

9.01 Events of Default

Company will be deemed to be in default of this Contract upon the occurrence of any of the following:

- A. The failure or omission by Company to perform its obligations under this Contract or the breach of any terms, conditions and covenants required herein.
- B. Being in arrears in the payment of the whole or any part of the rentals, fees and charges agreed upon hereunder for a period of ten (10) days after notice of such default to Company.
- C. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Contract, failure to perform any of the provisions of this Contract, or any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within ten (10) days of receipt by Company of Authority written notice to cease said business or acts.
- D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- E. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets; or the insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof, including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- F. Company's violation of Florida Statute Section 287.133 concerning criminal activity on contracts with public entities.

9.02 Authority Remedies

In the event of any of the foregoing events of default enumerated in this Article, and following ten (10) days notice by Authority and Company's failure to cure, Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other

remedy herein listed or otherwise provided by statute or general law:

- A. Terminate Company's rights under this Contract and, in accordance with law, Company will remain liable for all payments or other sums due under this Contract and for all damages suffered by Authority because of Company's breach of any of the covenants of this Contract; or
- B. Treat this Contract as remaining in existence, curing Company's default by performing or paying the obligation which Company has breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default will become immediately due and payable as well as interest thereon, from the date such fees or charges became due to the date of payment, at twelve percent (12%) per annum or to the maximum extent permitted by law;
- C. Declare this Contract to be terminated, ended, null and void.

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Contract, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Contract are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Contract or provided by law. No act or thing done by Authority or Authority agents or employees during the Term will be deemed an acceptance of the surrender of this Contract, and no acceptance of surrender will be valid unless in writing.

9.03 Continuing Responsibilities of Company

Notwithstanding the occurrence of any event of default, Company will remain liable to Authority for all payments payable hereunder and for all preceding breaches of this Contract. Furthermore, unless Authority elects to cancel this Contract, Company will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Contract.

9.04 Company's Remedies

Upon thirty (30) days written notice to Authority, Company may terminate this Contract and all of its obligations hereunder, if Company is not in default of any term, provision, or covenant of this Contract or in the payment of any fees or charges to Authority, and only upon or after the occurrence of the following: the inability of Company to use Airport for a period of longer than ninety (90) consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over Authority, preventing Company from operating its

business for a period of ninety (90) consecutive days, provided, however that such inability or such order, rule or regulation is not due to any fault or negligence of Company.

In the event it is determined by a court of competent jurisdiction that Authority has wrongfully terminated this Contract, such termination shall automatically be deemed a termination for convenience under Article 4.04.

ARTICLE 10

INDEMNIFICATION

A. To the maximum extent permitted by Florida law, in addition to Company's obligation to provide, pay for and maintain insurance as set forth elsewhere in this Contract, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for attorney's fees and court costs) caused in whole or in part by the:

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Contract;
4. Performance, non-performance or purported performance of this Contract;
5. Violation of any law, regulation, rule or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant;

by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person whether the liability, suit, claim, expense, loss, cost, fine or damages is caused in part by an indemnified party.

B. In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, equitable or injunctive relief expenses, losses, costs, royalties fines or attorney's fees in the event the suit, claim, or action of any nature arises in whole or in part from the:

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Contract;

4. Performance, non-performance or purported performance of this Contract;
5. Violation of any law, regulation, rule or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights;
7. Contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant;

by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company regardless of whether it is caused in part by Authority, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Company by a party entitled to a defense hereunder.

- C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. §725.06(2)-(3) or Fla. Stat. §725.08, then with respect to the part so limited, Company agrees to the following: To the maximum extent permitted by Florida law, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Company and persons employed or utilized by the Company in the performance of this Contract.
- D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute §725.06(1) or any other applicable law, then with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Contract, (ii) coverage amount of Commercial General Liability Insurance required under this Contract or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Contract.
- E. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Contract until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.
- F. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.

- G. Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.
- H. If the above Article A - G or any part of this Article A – G is deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

ARTICLE 11

ACCOUNTING RECORDS AND AUDIT REQUIREMENTS

11.01 Books and Records

In connection with payments to Company under this Contract, it is agreed Company will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). Company will maintain such books and records for five years after the end of the Term of this Contract. Records include, but are not limited to, operational records related to the Services provided, support for invoices submitted to the Authority, detailed time keeping system records, and other books, documents, papers, and records of Company directly pertinent to this Contract. Company will not destroy any records related to this Contract without the express written permission of Authority.

11.02 Financial Reports

Company will submit all financial reports required by Authority, in the form and within the time period required by Authority.

11.03 Authority Right to Perform Audits, Inspections, or Attestation Engagements

At any time or times during the term of this Contract or within three (3) years after the end of this Contract, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Company's records for the purpose of determining payment eligibility under this Contract or over selected operations performed by Company under this Contract for the purpose of determining compliance with this Contract.

Free and unrestricted access will be granted to all of Company's records directly pertinent to this Contract or any work order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors. If the records are kept at locations other than the Airport, Company will arrange for said records to be brought to a location convenient to Authority auditors to conduct the engagement as set forth in this Article. Or, Company may transport Authority team to Company headquarters for purposes of undertaking said engagement. In such event, Company will pay reasonable costs of transportation, food and lodging for Authority team. In the event Company maintains its accounting or Contract information in electronic format, upon request by Authority auditors, Company will provide a download or extract of data files in a

computer readable format acceptable to Authority at no additional cost. Authority has the right during the engagement to interview Company's employees, subconsultants, and subcontractors, and to make photocopies of records as needed.

Company agrees to deliver or provide access to all records requested by Authority auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. The Parties recognize that Authority will incur additional costs if records requested by Authority auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Authority may assess liquidated damages in the amount of one hundred dollars (\$100.00) per day, for each requested record not received. Such damages may be assessed beginning on the eighth (8th) day following the date the request was made. Accrual of such fee will continue until specific performance is accomplished.

If as a result of any engagement it is determined that Company has overcharged Authority, Company will re-pay Authority for such overcharge and Authority may assess interest of up to twelve percent (12%) on the overcharge from the date the overcharge occurred. If it is determined that Company has overcharged Authority by more than three percent for the period under consideration, Company will also pay for the entire cost of the engagement.

Company will include a provision providing Authority the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Contract.

ARTICLE 12

INSURANCE

12.01 Insurance

Company must maintain the following limits and coverages uninterrupted or amended through the Term of this Contract. In the event Company becomes in default of the following requirements, Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability will provide that Authority, members of Authority's governing body, and Authority officers, volunteers and employees are included as additional insured.

12.02 Required Coverage – Minimum Limits

A. Commercial General Liability Insurance

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Contract will be the amounts specified herein. Coverage will be provided for liability resulting out of, or

in connection with, ongoing operations performed by, or on behalf of, Company under this Contract or the use or occupancy of the Assigned Area by, or on behalf of, Company in connection with this Contract. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

	Contract Specific
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000

B. Workers' Compensation and Employer's Liability Insurance

The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) are:

Part One:	"Statutory"
Part Two:	
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

C. Business Automobile Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01.

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Contract will be:

Each Occurrence – Bodily Injury and Property Damage combined	\$1,000,000
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D. Cyber Liability & Data Storage

Company shall purchase and maintain, throughout the life of this Contract, Cyber Liability Insurance which will be used for damages resulting from any claim arising out of network security breaches and unauthorized disclosure or use of information. Such Cyber Liability coverage shall also include coverage for "Event Management" including, but not limited to, costs and expenses relating to notifying effected customers/users of a security breach, providing credit monitoring services, computer forensics costs, and public relations expenses, resulting from a breach of security or other compromising release of private data.

The minimum limits of liability shall be:

Each Occurrence	\$1,000,000
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Annual Aggregate	\$1,000,000
Event Management Expenses	\$1,000,000

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of Services provided and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

E. Waiver of Subrogation

Company, for itself and on behalf of its insurers, to the full extent permitted by law without voiding the insurance required by this Contract, waives all rights against Authority, members of Authority’s governing body and Authority officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by Company.

12.03 Conditions of Acceptance

The insurance maintained by Company must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and can be downloaded from Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Additional Supplier Resources.

ARTICLE 13

PERFORMANCE MONITORING

Company and Authority agree that Services shall be provided in a competent, professional, effective and efficient manner ensuring that the highest level of Services are provided in a cost effective manner.

13.01 Service Deficiencies

A. Authority will routinely monitor and evaluate Company’s performance and notify Company of deficiencies. In the event of unsatisfactory performance, Authority reserves the right to deduct up to one percent (1%) of the monthly installment of the Annual Management Fee for each occurrence (with a maximum deduction of 5% of the monthly installment of the Annual Management Fee) and/or require Company to provide written documentation for correcting such deficiencies. In the event of repeated incidents of unsatisfactory performance, Authority may, in its sole discretion, terminate the Contract in accordance with Article 9, Default and Termination. Such deficiencies may include, but are not limited to, the following:

- Insufficient Personnel levels during operational hours to provide the Services
- Use of delivery routes not approved by Authority
- Failure to comply with Authority Rules and Regulations
- Failure to provide and maintain Company-required equipment
- Failure to maintain Authority-provided equipment

- Blocking access to Airport loading docks or Induction Points when not actively involved in picking up or delivering baggage
 - Leaving baggage or other items in public areas or areas NOT designated for such items
 - Failure to deliver baggage to the correct Induction Point resulting in baggage missing its intended flight
 - Baggage missing from the Induction Point resulting in lost bag and/or bag missing its intended flight
- B. Prior to the imposition of such deduction, Company will be notified, in writing, in accordance with Article 27, Notices and Communications. Authority notice shall include a brief narrative apprising Company of the time, place and nature of the deficiencies, shall set forth those facts in the possession of the Authority substantiating the deficiency, and afford an opportunity for Company to respond. The Company's response to the notice of deficiency will be evaluated by the Director of Operations or designee and the finding of a deficiency will be upheld or reversed in the Director of Operations' or designees' sole discretion. Failure of Company to respond within the specified time period will be deemed an admission the deficiency occurred. Should the deficiency take more than one (1) day to remedy and if Company is making reasonably diligent efforts to cure the deficiency, fees will cease to accrue, at the sole discretion of the Director of Operations or designee.
- C. All sums payable by Company under this Article shall be deducted from the subsequent month's invoice if no appeal is taken or if a written decision upholding the deficiency has been mailed.

13.02 Actual Damages

- A. When Company fails to meet the standards and requirements of this Contract and such failure results in measurable and demonstrable loss to the Authority, Company shall be liable for the resulting losses suffered by Authority.
- B. Prior to the imposition of charges for such losses, Company will be notified, in writing, in accordance with Article 27, Notices and Communications. The Authority notice shall include a brief narrative apprising Company of the time, place and nature of the violation(s) resulting in such losses, shall set forth those facts in the possession of the Authority substantiating the violation(s), and afford an opportunity for Company to respond. The response will be evaluated by the Director of Operations or designee and the finding of a violation will be upheld or reversed in the Director of Operations' or designees' sole discretion. Failure of Company to respond within the specified time period will be deemed an admission the violation occurred.
- C. All sums payable by Company under this Article shall be deducted from the subsequent month's invoice if no appeal is taken or if a written decision upholding the violation has been mailed.

ARTICLE 14

TAKEOVER OF SERVICES

Authority will have the absolute right to immediately take over the operations of the Services, either by itself or through others, by reason of Company's failure, for any reason whatsoever, to employ, maintain in its employ, or adequately provide for the Personnel necessary to keep the Services open for public patronage.

ARTICLE 15

NON-DISCRIMINATION

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

15.01 Company will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Contract.

15.02 Civil Rights. Company, with regard to the work performed by it under this 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. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Contract, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- A. 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);
- B. 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);
- C. 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);
- D. 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;

- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- F. 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);
- G. 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);
- H. 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;
- I. 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);
- J. 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;
- K. 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, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company’s programs (70 Fed. Reg. at 74087 to 74100); and
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

15.03 In all solicitations either by competitive bidding or negotiation made by Company for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by Company of Company’s obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

15.04 Company will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other

sources of information and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

- 15.05 In the event of Company's non-compliance with the non-discrimination provisions of this Contract, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Company under this Contract until Company complies and/or cancellation, termination or suspension of this Contract, in whole or in part.
- 15.06 Company will include the provisions of Paragraphs 15.01 through 15.05 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Company will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Company becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Company may request the United States to enter into such litigation to protect the interests of the United States.
- 15.07 Company assures that, in the performance of its obligations under this Contract, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Company, if required by such requirements, will provide assurances to Authority that Company will undertake an affirmative action program and will require the same of its subconsultants.

ARTICLE 16

WOMAN AND MINORITY-OWNED BUSINESS ENTERPRISE

16.01 Authority Policy

Authority is committed to the participation of Woman and Minority-Owned Business Enterprises (W/MBEs) in non-concession, non-federally funded contracting opportunities in accordance with Authority W/MBE Policy and Program. Company will take all necessary and reasonable steps in accordance therewith to ensure that W/MBEs are encouraged to compete for and perform subcontracts under this Contract.

16.02 Non-Discrimination

- A. Company and any subcontractor of Company will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Company will carry out applicable requirements of Authority W/MBE Policy and Program in the award and administration of this Contract. Failure by Company to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Authority deems appropriate.
- B. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any agreement, management contract, or subcontract, purchase or lease agreement.
- C. Company agrees to include the statements in paragraphs (A) and (B) above in any subsequent agreement or contract that it enters and cause those businesses to similarly include the statements in further agreements or contracts.

16.03 W/MBE Participation

- A. W/MBE Expectancy: No specific expectancy for W/MBE participation has been established for this Contract; however, Company agrees to make a good faith effort, in accordance with Authority W/MBE Policy and Program, throughout the Term of this Contract, to contract with W/MBE firms certified as a woman-owned or minority-owned business by the City of Tampa, Hillsborough County, the State of Florida Department of Management Services, Office of Supplier Diversity, or as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program pursuant to 49 CFR Part 26 in the performance of this Contract.
- B. W/MBE Termination and Substitution: Company is prohibited from terminating or altering or changing the scope of work of a W/MBE subcontractor except upon written approval of Authority in accordance with Authority procedures relating to W/MBE terminations contained in the W/MBE Policy and Program. Failure to comply with the procedure relating to W/MBE terminations or changes during this Contract will be a material violation of this Contract and will invoke the sanctions for non-compliance specified in this Contract and the W/MBE Policy and Program.
- C. Monitoring: Authority will monitor the ongoing good faith efforts of Company in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Company and the W/MBE participant, and other records pertaining to W/MBE participation, which Company will maintain for a minimum of three years following the end of this Contract. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Contract to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of this Contract, Authority reserves the right to review and approve all sub-leases or subcontracts utilized by Company for the achievement of these goals.

- D. Prompt Payment: Company agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each payment Company receives from Authority. Company agrees further to release retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Authority. This clause applies to both W/MBE and non-W/MBE subcontractors.

ARTICLE 17

AUTHORITY APPROVALS

Except as otherwise specifically indicated elsewhere in this Contract, wherever in this Contract approvals are required to be given or received by Authority, it is understood that the CEO, or designee, is hereby empowered to act on behalf of Authority.

ARTICLE 18

DATA SECURITY

Company will establish and maintain safeguards against the destruction, loss or alteration of Authority data or third party data that Company may gain access to or be in possession of in providing the Services of this Contract. Company will not attempt to access, and will not allow its personnel access to, Authority data or third party data that is not required for the performance of the Services of this Contract by such personnel.

Company and its employees, vendors, subcontractors, and sub-consultants will adhere to and abide by the security measures and procedures established by Authority and any terms of service agreed to by Authority with regards to data security. In the event Company or Company's subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to Authority data or third party data, Company will promptly:

- A. Notify Authority of such breach or potential breach; and
- B. If the applicable Authority data or third party data was in the possession of Company at the time of such breach or potential breach, Company will investigate and cure the breach or potential breach.

ARTICLE 19

DISPUTE RESOLUTION

19.01 Claims and Disputes

- A. A claim is a written demand or assertion by one of the parties seeking, as a matter of right, an adjustment or interpretation of this Contract, payment of money, extension of time or other relief with respect to the terms of this Contract. The term claim also includes other matters in question between Authority and Company arising out of or relating to this Contract. The responsibility to substantiate claims will rest with the party making the claim.
- B. If for any reason Company deems that additional cost or Contract time is due to Company for work not clearly provided for in this Contract, or previously authorized changes in the work, Company will notify Authority in writing of its intention to claim such additional cost or Contract time. Company will give Authority the opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of said claim.
- C. Written notice of intention to claim must be made within ten (10) days after Company first recognizes the condition giving rise to the claim or before the work begins on which Company bases the claim, whichever is earlier.
- D. When the work on which the claim for additional cost or Contract time is based has been completed, Company will, within ten (10) days, submit Company's written claim to Authority. Such claim by Company, and the fact that Authority has kept strict account of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.
- E. Pending final resolution of a claim, unless otherwise agreed in writing, Company will proceed diligently with performance of this Contract and maintain effective progress to complete the work within the time(s) set forth in this Contract.
- F. The making of final payment for this Contract may constitute a waiver of all claims by Authority except those arising from:
 - 1. Claims, security interests or encumbrances arising out of this Contract and unsettled;
 - 2. Failure of the work to comply with the requirements of this Contract;
 - 3. Terms of special warranties required by this Contract;
 - 4. Latent defects.

19.02 Resolution of Claims Disputes

- A. The following shall occur as a condition precedent to Authority review of a claim unless waived in writing by Authority.

First Meeting: Within five (5) days after a claim is submitted in writing, Company's representatives who have authority to resolve the dispute shall meet with Authority representatives who have authority to resolve the dispute in a good faith attempt to resolve the dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Second Meeting: If the First Meeting fails to resolve the dispute or if the parties fail to meet, a senior executive for Company and for Authority, neither of which have day to day Contract responsibilities, shall meet, within ten (10) days after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. Authority may invite other parties as necessary to this meeting. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Following the First Meeting and the Second Meeting, Authority will review Company's claims and may (1) request additional information from Company which will be immediately provided to Authority, or (2) render a decision on all or part of the claim in writing within twenty one (21) days following the receipt of such claim or receipt of additional information requested.

If Authority decides that the work related to such claim should proceed regardless of Authority disposition of such claim, Authority will issue to Company a written directive to proceed. Company will proceed as instructed.

- B. Prior to the initiation of any litigation to resolve disputes between the Parties, the Parties will make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Following negotiations, as a condition precedent to litigation, the Parties will mediate any dispute with a mediator selected by Authority. Such mediation shall occur in Hillsborough County, Florida.
- C. Any action initiated by either Party associated with a claim or dispute will be brought in the Circuit Court in and for Hillsborough County, Florida.

ARTICLE 20

NON-EXCLUSIVE RIGHTS

This Contract will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC 40103(e) or 49 USC 47107(a), as may be amended from time to time, and related regulations.

ARTICLE 21

WAIVER OF CLAIMS

Company hereby waives any claim against the City of Tampa, Hillsborough County, State of Florida and Authority, and its officers, Board Members, agents, or employees, for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Contract or any part thereof, or by any judgment or award in any suit or proceeding declaring this Contract null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 22

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Airport Rules, Regulations, Policies, Standard Procedures, and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport. Company, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the Federal Government including but not limited to FAA or TSA. If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within 15 days from the date of written notice.

ARTICLE 23

COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O.BOX 22287, TAMPA FL 33622.

Company agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- A. Keep and maintain public records required by Authority in order to perform the Services contemplated by this Contract.
- B. Upon request from Authority custodian of public records, provide Authority 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, Fla. Stat. 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 this Contract Term and following completion of this Contract.
- D. Upon completion of this Contract, keep and maintain public records required by Authority to perform the Services. Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of public records, in a format that is compatible with the information technology systems of Authority.

ARTICLE 24

PROPERTY RIGHTS RESERVED

This Contract will be subject and subordinate to all the terms and conditions of any instruments and documents under which Authority acquired the land or improvements thereon, of which said Assigned Area is a part. Company understands and agrees that this Contract will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 25

SURRENDER OF ASSIGNED AREA

Company will surrender up and deliver the Assigned Area to Authority upon the conclusion of the Term in the same condition as existed at the commencement of the Term, ordinary wear and tear excepted. Provided Company is not in default of this Contract, Company will immediately remove all of its personal property from the Assigned Area and common use areas at the conclusion of the Term. Failure on the part of Company to remove its personal property within ten (10) days after the date of termination will constitute a gratuitous transfer of title thereof to Authority for whatever disposition is deemed to be in the best interest of Authority. Any costs incurred by Authority in the disposition of such personal property will be borne by

Company. If Company is in default of any rent terms of this Contract, Authority will have a lien for such rent upon any property found upon the Assigned Area or common use areas in accordance with Florida Statutes and, in such event, Company will not remove any property from the Assigned Area or common use areas without written approval of Authority.

ARTICLE 26

CONTRACT MADE IN FLORIDA

This Contract has been made in and shall be construed in accordance with the laws of the State of Florida. All duties, obligations and liabilities of Authority and Company related to this Contract are expressly set forth herein and this Contract can only be amended in writing and agreed to by both Parties.

ARTICLE 27

NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the Party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO AUTHORITY:

(MAIL DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
P.O. Box 22287
TAMPA, FLORIDA 33622-2287
ATTN: CHIEF EXECUTIVE OFFICER

TO COMPANY:

(MAIL DELIVERY)

BAGGAGE AIRLINE GUEST SERVICES, INC.
6751 FORUM DRIVE, SUITE 200
ORLANDO, FLORIDA 32821
ATTN: DARREN BARTON, SR. VICE PRESIDENT

OR

(HAND DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
4160 GEORGE J. BEAN PARKWAY
SUITE 2400, ADMINISTRATION BUILDING
TAMPA, FLORIDA 33607-1470
ATTN: CHIEF EXECUTIVE OFFICER

(HAND DELIVERY)

BAGGAGE AIRLINE GUEST SERVICES, INC.
6751 FORUM DRIVE, SUITE 200
ORLANDO, FLORIDA 32821
ATTN: DARREN BARTON, SR. VICE PRESIDENT

or to such other address as either Party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

If notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is required.

ARTICLE 28

RIGHT TO DEVELOP AIRPORT

It is covenanted and agreed that Authority reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of Company or its subcontractors and without interference or hindrance.

ARTICLE 29

RIGHT OF FLIGHT

Authority reserves, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property owned by Authority, including the Assigned Area, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on Airport.

Company expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Assigned Area to such a height so as to comply with Federal Aviation Regulations, Part 77 and Authority Height Zoning Regulations. Company further expressly agrees for itself, its successors and assigns, to prevent any use of the Assigned Area which would interfere with or adversely affect the operation or maintenance of Airport, or otherwise constitute an Airport hazard.

ARTICLE 30

SUBORDINATION OF AGREEMENT

It is mutually understood and agreed that this Contract will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its Boards, Agencies, Commissions, and others, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and this Contract will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

ARTICLE 31

SUBORDINATION TO TRUST AGREEMENT

This Contract and all rights of Company hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by Authority to secure bonds issued by, or other obligations of, Authority. The obligations of Company hereunder may be pledged, transferred, hypothecated, or assigned at any time by Authority to secure such obligations. Conflicts between the terms of this Contract and the provisions, covenants and requirements of the debt instruments mentioned above will be resolved in favor of the provisions, covenants and requirements of such debt instruments.

ARTICLE 32

ASSIGNMENT AND SUBCONTRACTING / SUBLEASING

Company will not assign, subcontract, sublease, or license this Contract without the prior written consent of Authority. Such consent may be withheld at the sole discretion of Authority. If assignment, subcontract, sublease, or license is approved, Company will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Contract.

In no event will any approved assignment, subcontract, sublease, or license diminish Authority rights to enforce any and all provisions of this Contract.

Before any assignment, subcontract, sublease, or license becomes effective, the assignee, subcontractor, sublessee, or licensee will assume and agree by written instruments to be bound by the terms and conditions of this Contract during the remainder of the Term. When seeking consent to an assignment hereunder, Company will submit a fully executed original of the document or instrument of assignment to Authority.

ARTICLE 33

SECURITY BADGING

Any employee of Company, or any employee of its subcontractors or agents, that require unescorted access to the Security Identification Display Area (SIDA) to perform work under this Contract will be badged with an Airport identification badge (Badge) provided by Authority ID Badging Department and will be subject to an FBI fingerprint-based criminal history records check (CHRC) and an annual Security Threat Assessment (STA). A Badge will not be issued to an individual until the results of the CHRC and the STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC or STA discloses a disqualifying criminal offense, the individual's badge application will be rejected. The costs of the CHRC and the annual STA will be paid by Company. These costs are subject to change without notice, and Company will be responsible for paying any increase in the costs. All badged employees of Company and its contractors or agents will comply with Authority regulations regarding the use and display of Badges.

For each Badge that is lost, stolen, unaccounted for, or not returned to Authority at the time of Badge expiration, employee termination, termination of this Contract, or upon written request

by Authority, Company will be assessed a liquidated damage fee, not as a penalty but as liquidation of a reasonable portion of damages that will be incurred by Authority by failure of Company to notify Authority of each Badge that is lost, stolen, unaccounted for, or not returned to Authority. This liquidated damage fee will be paid by Company within ten (10) days from the date of invoice. The liquidated damage fee is subject to change without notice, and Company will be responsible for paying any increase in the liquidated damage fee. It is mutually agreed between the Parties that the assessment of the liquidated damage fee is reasonable. The Parties agree that the liquidated damages described in this paragraph are solely for the administrative burden of failure to return the badge.

If any employee of Company is terminated or leaves Company's employment, Authority must be notified immediately, and the Badge must be returned to Authority promptly.

ARTICLE 34

VENUE

Venue for any action brought pursuant to this Contract will be the County or Circuit Court in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

ARTICLE 35

RELATIONSHIP OF THE PARTIES

Company is and will be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Authority will in no way be responsible therefore.

Company acknowledges and agrees this Contract is made solely by and between the Authority and Company for the provision of Services at the Authority's ConRAC. Company assumes and agrees to hold harmless, indemnify, protect, and defend the rental car companies occupying the ConRAC against any and all liability resulting from any and all Services performed by Company.

ARTICLE 36

RIGHT TO AMEND

In the event that the United States Government, including but not limited to the FAA and TSA, or its successors, Florida Department of Transportation, or its successors, or any other governmental agency requires modifications or changes in this Contract as a condition precedent to the granting of funds for the improvement of the Airport, Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Contract as may be reasonably required to obtain

such funds; provided, however, that in no event will Company be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

ARTICLE 37

TIME IS OF THE ESSENCE

Time is of the essence of this Contract.

ARTICLE 38

RADON GAS NOTIFICATION

In accordance with requirements of the State of Florida, the following notification statement will be included in all agreements relating to rental of real property. This is provided for information purposes only.

RADON GAS: Radon is naturally occurring radio-active gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

ARTICLE 39

AMERICANS WITH DISABILITIES ACT

Company will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Florida Accessibility Code for Building Construction; and any similar or successor laws, ordinances, rules, standards, codes, guidelines, and regulations and will cooperate with Authority concerning the same subject matter.

ARTICLE 40

FAA APPROVAL

This Contract may be subject to approval of the FAA. If the FAA disapproves this Contract, it will become null and void, and both Parties will bear their own expenses relative to this Contract.

ARTICLE 41

AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Company is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Company does designate the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Contract, and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this State, by the certified return receipt mailing of such complaint and process or other documents to Company at the address set out hereinafter in this Contract or in the event of a foreign address, deliver by Federal Express and that such service will constitute valid service upon Company as of the date of mailing and Company will have thirty (30) days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction of the state or federal courts located in Hillsborough County, Florida, and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 42

INVALIDITY OF CLAUSES

The invalidity of any part, portion, sentence, article, paragraph, provision, or clause of this Contract will not have the effect of invalidating any other part, portion, sentence, article, paragraph, provision, or clause of this Contract, and the remainder of this Contract will be valid and enforced to the fullest extent permitted by law.

ARTICLE 43

HEADINGS

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Contract. If for any reason there is a conflict between content and headings, the content will control.

ARTICLE 44

SEVERABILITY

If any provision in this Contract is held by a court of competent jurisdiction to be invalid, the validity of the other provisions of this Contract which are severable shall be unaffected.

ARTICLE 45

COMPLETE CONTRACT

This Contract represents the complete understanding between the Parties, and any prior contracts, agreements or representations, whether written or verbal, are hereby superseded. This Contract may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Contract.

ARTICLE 46

MISCELLANEOUS

Wherever used, the singular will include the plural, the plural the singular, and the use of any gender will include both genders.

ARTICLE 47

ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Contract by his or her signature thereto and neither Company, its officers or any holders of more than five percent (5%) of the voting stock of Company have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Contracts with Public Entities. If Company is a corporation whose shares are not regularly and publicly traded on a recognized stock exchange, Company represents that the ownership and power to vote the majority of its outstanding capital stock belongs to and is vested in the officer or officers executing this Contract.

ARTICLE 48

ORDER OF PRECEDENCE

In the event of any conflict(s) among the Contract Documents, Company will present conflict for resolution to Authority. Any costs resulting from Authority resolution of the conflict shall be borne by Company.

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this 3rd day of August, 2017.

**HILLSBOROUGH COUNTY AVIATION
AUTHORITY**

ATTEST: _____
Victor D. Crist, Secretary

BY: _____
Robert I. Watkins, Chairman

Address: PO Box 22287
Tampa FL

Address: PO Box 22287
Tampa FL

WITNESS: _____
Signature

Printed Name

Approved as to form for legal sufficiency:

BY: _____
David Scott Knight, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 3rd day of August, 2017, by _____, in the capacity of Chairman of the Board of Directors, and _____, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)

BAGGAGE AIRLINE GUEST SERVICES, INC.

Signed in the Presence of:

BY:

Witness

Signature

Printed Name

Title

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

BAGGAGE AIRLINE GUEST SERVICES, INC.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledge before me this . day of _____, 2017,

by _____ in the capacity of _____,
(Individual's Name) (Individual's Title)

at _____, a corporation, on its behalf _____
(Company Name) (He is / She is)

_____ known to me and has produced _____
(Personally / Not Personally) (Form of Identification)

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)

Exhibit A Scope of Work

This Scope of Work outlines Authority rights and responsibilities and Company's requirements to perform acceptable Services at the ConRAC.

Section 1.01 Authority Rights and Responsibilities

A. Authority Rights

Authority reserves the right to:

1. Require modifications to this Scope of Work by letter to Company without formal amendment to this Contract.
2. Require modifications to the Company's Staffing Plan and Operations Plan to improve or modify Services.
3. Remove any and all unauthorized furnishings and equipment.
4. Modify the Assigned Area, baggage loading area and Induction Points.
5. Review and regularly inspect equipment, vehicles and Assigned Area at any time and to reject any equipment or vehicle that does not satisfy Authority quality standards.
6. Approve any Personnel that require access to Authority areas within the ConRAC and Airside or Main Terminal(s) deemed sensitive by Authority.
7. Require the immediate termination of any Personnel as determined by the Director of Operations. If the General Manager is terminated, Company will appoint an Authority approved interim General Manager until a permanent replacement is identified by Company and approved by Authority.
8. Withhold from any payment otherwise due and payable to Company such sums as Authority deems necessary or desirable to protect itself against failure or delay in performance by Company of its obligation hereunder, which right may be exercised by Authority with or without revoking or terminating this Contract.
9. Maximize the number of airlines participating in these Services, the number of Induction Points to which bags must be delivered timely, and the number of remote baggage check locations without an increase in Company's Annual Management Fee.

B. Authority Responsibilities

Authority will be responsible for:

1. Providing all utilities required for Authority facilities, including electricity, gas, water, sewer, telephones, and internet connection.
2. Providing a limited number of parking spaces in the vicinity of the ConRAC for Company's service vehicles.
3. Providing a fully operative, integrated Common Use System, including its supportive electronic elements and passive infrastructure elements.

4. Providing service counters and limited storage space for securing technology devices and miscellaneous equipment.
5. Providing office space within the ConRAC as determined by Authority.
6. Providing parking at the main Airport employee parking lot for the performance of Services under this Contract at the discretion of Authority and at no cost to Company.
7. Providing initial issuance of access keys required for all spaces for performance of this Contract as deemed necessary by Authority.
8. Serving as the exclusive public media spokesperson in connection with Services. Except as otherwise allowed by law, under no circumstances shall Company or Personnel be permitted, while providing Services under the Contract, to speak to the media or distribute any printed or written materials without permission from Authority.

C. Contract Manager Responsibilities

The Contract Manager will be responsible for:

1. The day-to-day communication with the General Manager.
2. Monitoring, interpreting and overseeing Company's Services with regard to, but not limited to, quality of Services performed, the manner of performance, rate of progress of the Services, and Authority satisfaction with performance levels.
3. Authorizing minor changes or alterations in the Services not involving extra costs and not inconsistent with the overall intent of the Contract. If the changes or alterations result in extra charges to Authority, Company will advise Authority in writing of the proposed cost in accordance with the terms of this Contract.
4. Reporting any issue that cannot be resolved with Company to the Director of Operations for final determination.
5. Monitoring and verifying the monthly pay report to include the management fee and hourly billable rate and number of hours worked per job category, minus any assessed fees.

Section 1.02 Company Responsibilities

A. Scope of Services

Company will:

1. General
 - a. Comply with all terms and conditions of this Contract to achieve and maintain the highest level of Services.
 - b. Comply with all applicable rules, regulations and procedures for baggage handling, including but not limited to, those prescribed by participating airlines, the FAA and TSA in accordance with the CFR 1544, Aircraft Operator's Standard Security Program.
 - c. Maintain and conduct the Services in a proper and businesslike manner.

- d. Designate a Corporate Representative at the corporate level to be available to respond to Authority needs 24 hours per day, seven days per week.
 - e. Provide Services at no charge to the passenger (passive gratuities are acceptable but tip containers are strictly prohibited).
 - f. Provide Services during the Hours of Operation, unless otherwise directed by the Contract Manager.
 - g. Provide all labor, materials, supplies, equipment, vehicles, uniforms and any other items necessary to perform the Services.
 - h. Be an Authorized Agent of each participating airline.
 - i. Maintain and comply with the Staffing Plan and Operations Plan and provide the Contract Manager any required updates.
 - j. Perform all Services so no damage results to Authority facilities, furnishings and/or equipment.
2. Corporate Representative
- Company will designate a Corporate Representative. The Corporate Representative may not be removed or replaced without approval of Authority. The Corporate Representative will respond to any concerns from Authority with respect to performance of the Services and any terms and conditions of the Contract, will be available via phone during normal business hours, and will respond to the ConRAC as needed to discuss and determine the appropriate action needed to address Authority's concerns.
3. General Manager
- Company will designate a General Manager. The General Manager will not be removed from overseeing and managing the Services without the approval of Authority. The removal of the General Manager due to incapacity, voluntary termination, or termination due to just cause will not constitute a violation of this Contract. Authority will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the General Manager being replaced. Company will not make any changes of the General Manager until written notice is made to and approved by Authority Director of Operations or designee.
4. Services
- a. Verify participating airlines' passenger/flight information using Authority Common Use System. In the event of system failure or diminished functionality, immediately contact the Help Desk at 813-870-8221 and initiate the appropriate measures described in Section B, Service Disruption, below.
 - b. Accept bags from participating airlines' passengers no less than ninety (90) minutes and no more than four (4) hours prior to scheduled departure time, unless otherwise directed in writing by the Contract Manager. Bags cannot be accepted for any international flights.
 - c. Verify passenger identification against applicable travel documents.

- d. Assist passengers with printing boarding passes and bag tags and applying bag tags upon request.
- e. Accept fees via credit or debit card for all bag charges per each airline's procedure. Any disputes will be resolved at the airline's ticket counter located in the Main Terminal.
- f. Transport bags to Induction Points (see Exhibit C) utilizing public roadways. No airside access will be granted. Bags must be delivered to the correct Induction Points and registered into the explosive detection system (EDS) no less than forty (40) minutes prior to scheduled departure time, unless otherwise directed in writing by the Contract Manager. In the event a delivery is anticipated to occur less than forty (40) minutes prior to scheduled departure time, immediately initiate the appropriate measures described in Section B, Service Disruption, below.
- g. Acknowledge complaints or concerns within twenty-four (24) hours of receipt either by telephone, email, or letter. Follow-up and resolution, as appropriate, will be completed as soon as practical. Written complaint correspondence received from customers will be forwarded to the Contract Manager.
- h. Make a reasonable attempt to identify and return lost items to customers. When it is not possible to return a lost item:
 - i. Tag the item and note the date, time and location where the item was found.
 - ii. Include the name of the person that found the item and a brief description of the item.
 - iii. Maintain a log of lost and found items.
- i. Take measures to protect any personally identifying information on lost items such as IDs, credit cards, and passports.
- j. Contact Airport Operations Center (AOC) to notify of found items. NOTE: Company has no rights to found items.
- k. Any found items will be held until end of day and delivered to Lost and Found located at the Airport's Administrative Office Building.
 - i. Found items are to be logged with the following information for each item:
 - 1. Finder's First and last name
 - 2. Finder's employer
 - 3. Location found
 - 4. Date found
 - 5. Item description
 - ii. Company will need to obtain the following information from owner prior to returning items that have not been delivered to Lost and Found:
 - 1. Name
 - 2. Phone Number
 - 3. Address
 - 4. City

5. State
6. Zip Code
7. Signature
8. Photo ID

- I. Attend meetings and events as necessary or requested by the Contract Manager.

5. Services Prior to the Commencement Date

- a. General Manager will coordinate with Authority, as requested, for the provision of Services.
- b. Obtain furnishings and equipment needed to perform the Services including, but not limited to:
 - i. Office furniture, equipment and supplies;
 - ii. Telephone service equipment;
 - iii. Wireless communication equipment;
 - iv. Security equipment and devices required for secured storage;
 - v. Non-permanent bag storage compartments and any additional furnishings or equipment, as necessary; and
 - vi. Sufficient number of service vehicles to meet the requirements of the Services.
- c. Recruit and employ sufficient Personnel to meet the requirements of the Services in a reliable, efficient, and cost effective manner.
- d. Provide training to Personnel to ensure Personnel are capable of performing the Services including, but not limited to, training in operational safety programs, baggage handling, securing baggage, transporting baggage and delivering to Induction Points, and TSA and Airport security policies and procedures.

B. Service Disruption

1. Immediately notify the AOC in the event of any actual or anticipated service disruption, including but not limited to, system failure, diminished system functionality, excessive volume of customers or bags, or any other event that may hinder or preclude the Services from being performed.
2. Initiate appropriate measures to minimize disruption and inconvenience to customers. Such measures may include redirecting customers to the Main Terminal, posting signage, and/or restricting customer access to the service area to include the baggage belt, service counter and kiosks.
3. Continue with such measures until system functionality has been fully restored, Services are no longer being hindered or precluded, or as otherwise directed by the Contract Manager.

C. Staffing Plan

1. Incorporate the following in the Staffing Plan:

- a. Job Categories and number of Personnel per category necessary to provide the Services.
- b. All requirements listed in Item E, Personnel, below.
2. Keep the Staffing Plan current and submit a copy of the Staffing Plan to the Contract Manager as requested.
3. Modify the Staffing Plan as deemed necessary or as requested by Authority. All modifications are subject to Authority approval.

D. Job Categories

Personnel will:

1. General Manager

- i. Be assigned exclusively as the full-time, on-site supervisor to oversee and manage the Personnel and the day-to-day Services in accordance with this Contract.
- ii. Communicate primarily with the Contract Manager.
- iii. Be on-site at the ConRAC a minimum of 40 hours per week.
- iv. Work a weekday schedule, Monday through Friday, providing 8:00 a.m. to 5:00 p.m. coverage of the Services operation.
- v. Have supervisory capacity on behalf of Company, capable of enforcing Company's rules and regulations and any Authority requirements.
- vi. Work cooperatively with Authority to assure quality service, provide operational data, respond to comments from customer and the general public, and respond to specific request for other assistance as needs arise.

2. Supervisors

- i. Supervise the Services provided by Customer Service Agents and Drivers.

3. Customer Service Agents

- i. Assist customers with printing boarding passes and bag tags and applying bag tags.
- ii. Load baggage on bag belt.
- iii. Provide flight information to customers.

4. Drivers

- a. Load and unload baggage at the ConRAC and Induction Points.
- b. Secure all baggage at the ConRAC not loaded on the vehicle.
- c. Transport the baggage from the ConRAC to the Induction Points.

E. Personnel

1. Company will:

- a. Maintain a drug-free workplace within the meaning of the Florida Drug-Free Workplace Act.
- b. Ensure its Personnel, guests and those doing business with Company comply with the Rules and Regulations of Authority.

- c. Maintain sufficient staffing levels to provide Services at the ConRAC and provide a sufficient number of supervisors to ensure the Personnel are correctly performing the Services.
 - d. Be responsible for the conduct, demeanor and appearance of all Personnel performing the Services including any subcontractors.
 - e. Provide daily supervision of Personnel, including the monitoring of schedule adherence, and ensure that a Supervisor is present at all times when a Customer Service Agent or Driver is scheduled to provide Services.
 - f. Be solely responsible for the safety, conduct and performance of its Personnel and take all necessary steps to terminate Personnel who participate in acts of misconduct. Immediately, upon written notice by Authority, Company will remove from its payroll at the Airport, any Personnel who participates in unsafe and/or illegal acts, who violate Authority Rules and Regulations, or who, in the opinion of Company or Authority, are otherwise detrimental to the public.
 - g. Provide a formal training program at the sole cost of Company that will be documented and modified as necessary. Maintain a training log to track Personnel training and show, at a minimum, the individual's name, date of employment, type of training and date attended. The training program and training log will be provided to the Contract Manager when requested.
2. Personnel will:
- a. Be Airport security badged and meet all Authority and Homeland Security requirements as detailed in Article 33, Security Badging, of this Contract.
 - b. Possess a valid Florida driver's license if operating a motor vehicle on Airport roadways to perform the Services, be covered by Company's insurance, and receive Authority vehicle area training, as applicable.
 - c. Be clean and neat, deal with Airport customers in a polite manner, be able to communicate effectively in English to carry out assigned job requirements, comply with Authority Rules and Regulations, and comply with Company's general rules for Personnel conduct.
 - d. Not sit down, take breaks, or otherwise loiter in public areas of the ConRAC while in uniform.
3. Uniforms
- a. Obtain approval in advance of all proposed uniforms including jackets and any changes to uniforms.
 - b. Keep uniforms cleaned and well maintained.
 - c. Remove Personnel that fail to wear the approved uniforms in a proper manner during work hours.

F. Operations Plan

- 1. Provide an Operations Plan that is reviewed and approved by Authority.
- 2. Include in the Operations Plan, at a minimum, the following:

- a. Baggage handling and risk control to include a plan for securing baggage at remote baggage check locations and transporting baggage and delivering baggage to Induction Points no later than 40 minutes before flight departure.
 - b. Type and number of vehicles and equipment to be used.
 - c. Contingency plans for service interruptions/delays or significant and unforeseen reduction in staff.
 - d. Plan for providing extraordinary customer service and optimizing customer satisfaction.
 - e. Plan for providing wireless communication equipment as required to maintain communication among Personnel and Authority.
3. Comply with the Operations Plan in performing its duties under this Contract.
 4. Make modifications to the Operations Plan as Company deems necessary or as requested by Authority; all changes are subject to Authority approval.
 5. The Operations Plan shall be kept current and on file at all times with the Contract Manager.

G. Assigned Area and Authority Facilities

Company will:

1. Have non-exclusive use of the following:
 - a. Assigned Area: office and storage space.
 - b. Authority Facilities: the baggage belt, service counters and kiosks located at the ConRAC and Induction Points.
2. Lease additional space at the current market rate.
3. Keep the Assigned Area free of debris, trash and hazardous conditions originating from Company's provision of Services and notify Authority of any other hazardous conditions it discovers.
4. Not display advertising without prior written approval of Authority.
5. Provide immediate notice to the Contract Manager of any damage to any item in need of repair and provide Authority, or its contractor, unrestricted access at any time to the Assigned Area for the purpose of fulfilling its maintenance functions. Any damage caused by Company shall be repaired, to the satisfaction of Authority, at no cost to Authority.

H. Furnishings and Equipment

Company will:

1. Furnish the Assigned Area as necessary to perform the Services and comply with all terms and conditions of this Contract.
2. Use only Authority-authorized software on Authority-owned devices. Authority is not responsible for providing any technical support, troubleshooting, or problem resolution and/or any cost associated with the installation and use of unauthorized software.
3. Provide non-permanent bag storage compartments and any additional furnishings or equipment.

4. Set up all necessary furnishings and equipment prior to start of service each day and secure all necessary furnishings and equipment at the conclusion of service each day.
5. Provide immediate notice to the AOC of any damage to any item in need of repair and provide Authority, or its contractor, unrestricted access at any time to the Assigned Areas for the purpose of fulfilling its maintenance functions as stated herein. Any damage caused by Company shall be repaired, to the satisfaction of Authority, at no cost to Authority.

I. Service Vehicles

Company will:

1. Provide all Equipment required to effectively and efficiently operate, manage and support the Services.
2. Provide all fuel, insurance, maintenance, and repair of Equipment.
3. Stage service vehicles at Authority-designated areas in the vicinity of each work site.
4. Ensure all service vehicles are in good condition and serviceable.
5. Display Company's business name and/or logo prominently on all service vehicles used in the performance of Services.
6. Submit to Authority a description (either photographic or otherwise) that clearly identifies the color scheme and markings of the service vehicles.
7. Not display advertising on service vehicles without prior written approval of Authority.
8. Repair any vehicle damage caused by Company's Personnel at the Company's expense.

J. Reporting Requirements

Develop, maintain, update and provide the reports listed below in sufficient detail so Authority can determine that Company is in full compliance with all Contract requirements.

1. Incident Reports

- a. Immediately notify the Contract Manager by phone and email of any lost or mishandled bags, incident resulting in personal injury, damage to a vehicle, and/or damage to property.
- b. Document each incident in a written Incident Report. The report shall be made on a form approved by Authority and include sufficient detail to document the event.
- c. Forward a copy of the Incident Report to the Contract Manager within forty-eight (48) hours of the incident.

2. Management and Operational Reports

a. Monthly Report

Maintain a monthly report that includes, at a minimum, the following:

- i. Detailed report of Services provided.

- ii. Summary of Personnel hiring and background checks.
- iii. Results of driver license verifications.
- iv. Trainings held and a list of attendees.
- v. Summary of customer comments, complaints, inquiries and responses.
- vi. Summary of all lost and found items.
- vii. Summary of all lost or mishandled bags.

b. Ad Hoc Report

Provide an ad hoc report that includes, at a minimum, the following:

- i. Impact summary of implemented changes.
- ii. Recommendations for service improvements.
- iii. Any other reports requested by the Contract Manager.

K. Safety and Security

1. Immediately notify the AOC at 813-870-8770 of any suspicious behavior.
2. Work closely with Authority staff, TSA, and appropriate law enforcement personnel to coordinate on safety or security issues which affect the Assigned Area.
3. Provide new and recurring safety training for Personnel to include, at a minimum:
 - a. Annual safety and security training
 - b. Specific training based on Authority safety and security procedures such as:
 - i. Physical safety and security
 - ii. Acceptance and handling of hazardous materials
 - iii. Theft prevention of assets
 - iv. Safeguarding of the designated location(s)

L. Consulting and Advice

Company will provide professional advice to Authority on an as-needed basis regarding observations of appropriate Services requirements, signage, internal traffic flow, customer service enhancements, holiday and peak period public information needs, and operating procedures which will improve the level of service.

M. Marketing and Public Relations

Company will:

1. If requested by Authority, distribute customer notices, as well as cooperate with and participate in marketing, promotion, advertising, public relations, and public education programs and projects.
2. Not distribute any printed or written materials without written permission from Authority.

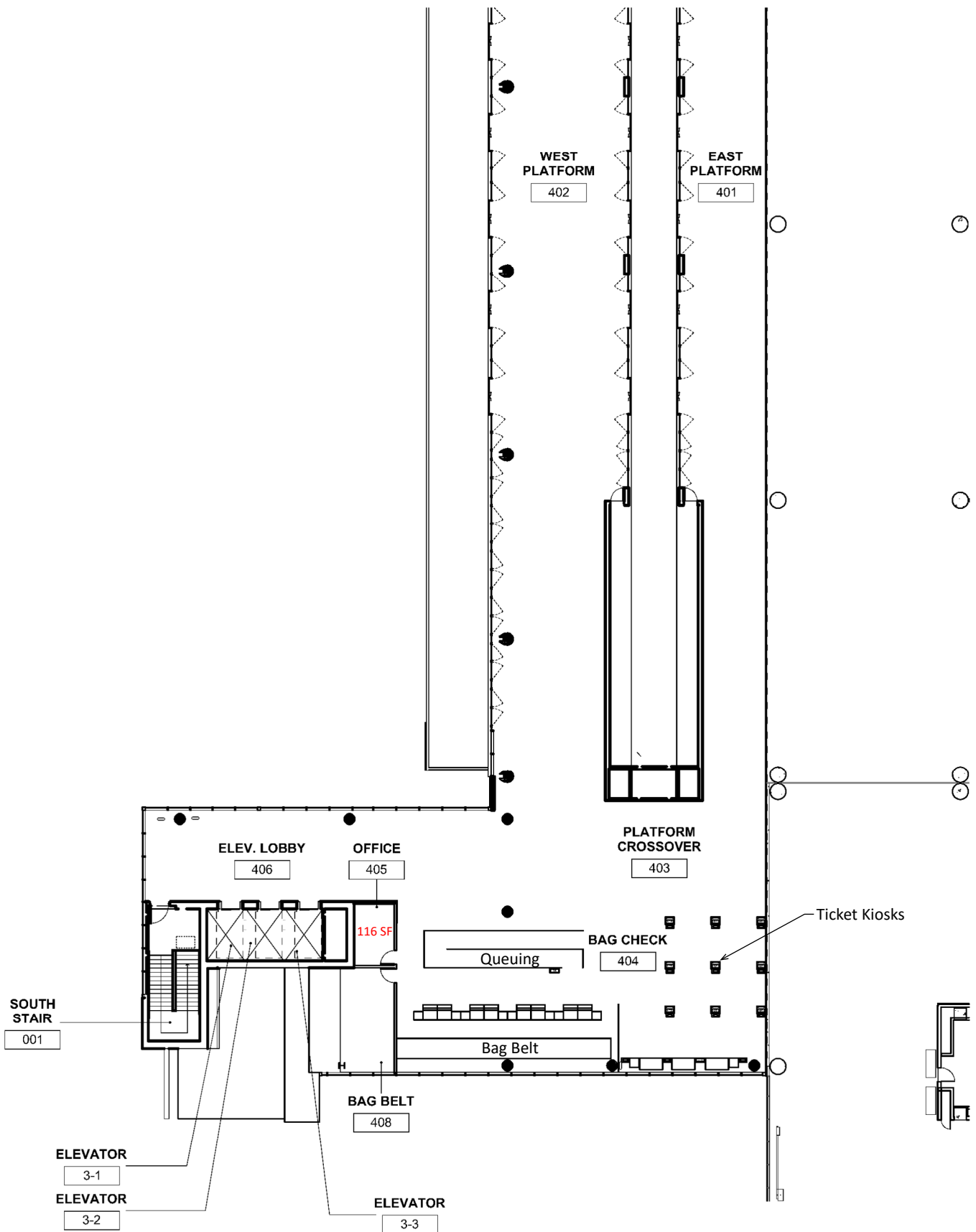
N. Transition of Services

Company will:

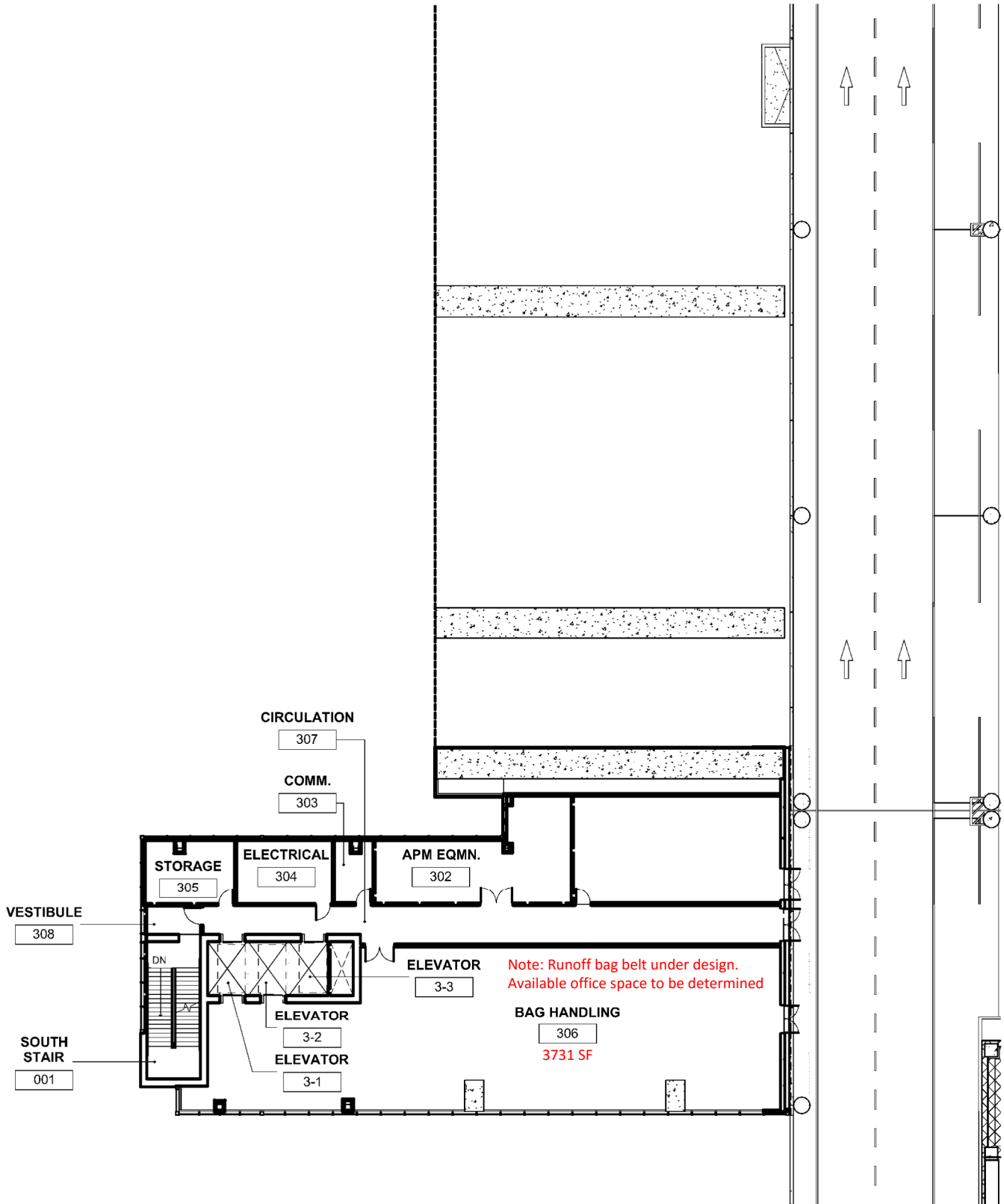
1. Cooperate with the transition of Services to another company upon termination of this Contract.

2. Maintain complete responsibility for providing the Services under this Contract during its transition period.
3. If requested by Authority, provide the Services on a month-to-month basis after the termination date of this Contract to provide for the continuity and consistency of the Services until the Services are assumed by another company.

REVISED Exhibit B
Bag Check-in Location



REVISED Exhibit B
Bag Check-in Location



REVISED Exhibit B
Bag Check-in Location

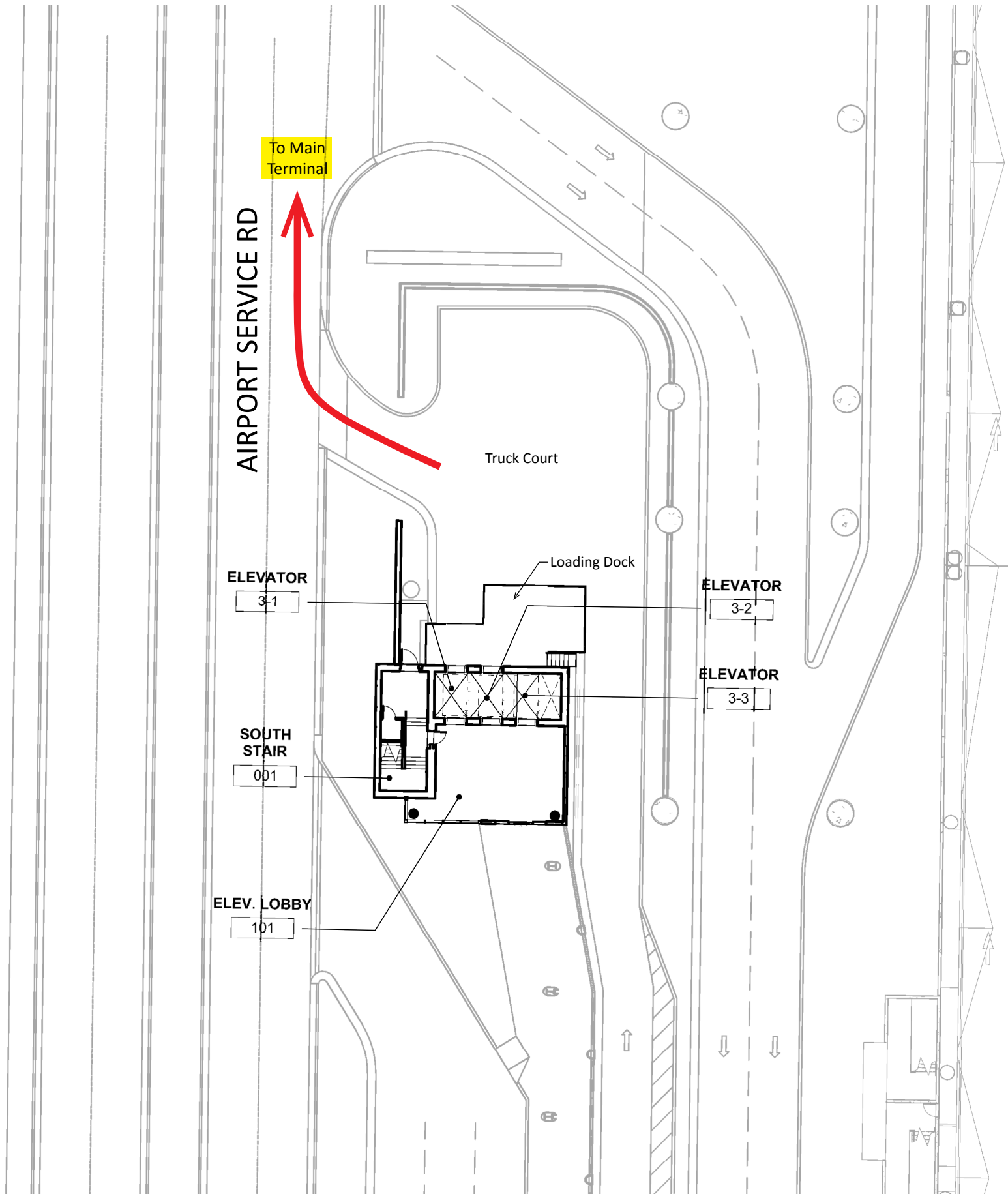


Exhibit C
Bag Delivery Route and Induction Points

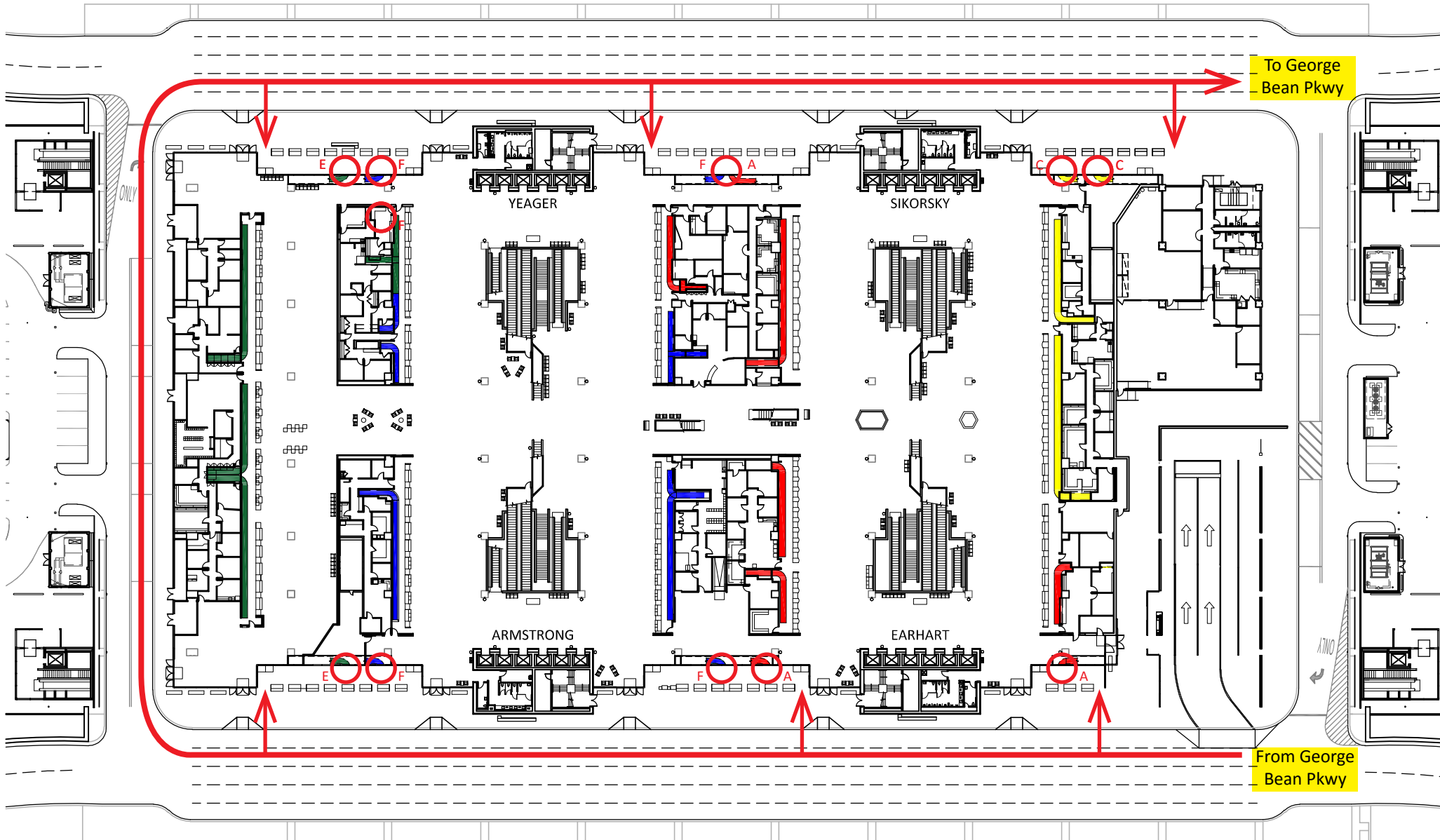


Exhibit C, Bag Delivery Route and Induction Points
Hillsborough County Aviation Authority
Remote Baggage Check Services Contract

- Baggage Belt to Airside A
- Baggage Belt to Airside E
- Baggage Belt to Airside C
- Baggage Belt to Airside F

Baggage Induction Point

Tab 6-Staffing Plan

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Tab 6 – Staffing Plan

Section 1: Staffing Plan and Approach

1. Proposed Staffing Per Shift*

i. AM Shift: 0445-1200

a) 2 Supervisors/GSCs

a. 1 at CONRAC

b. 1 at curbside

b) 2 Customer Service Check-in Agents at CONRAC

c) 4 Baggage Handlers/GSCs/Alt. Driver

a. 2 at CONRAC/Baggage make up area

b. 2 at Curbside/ 1 South side and 1 North side

d) 4 Drivers

ii. Mid Shift: 0800-1500 & 1530

a) 2 Baggage Handlers/GSC/Atl. Driver

a. 1 at CONRAC

b. 1 at curbside

b) 2 Drivers

iii. PM Shift: 1200-1900 & 1930

a) 2 Supervisors/GSCs

a. 1 at CONRAC

b. 1 at curbside

b) 2 Customer Service Check in Agents at CONRAC

c) 4 Baggage Handlers/GSCs/Alt. Driver

a. 2 at CONRAC/Baggage make up area

b. 2 at Curbside/1 South side and 1 North side

d) 4 Drivers

iv. General Manager scheduled for 0800-1700 M-F

*Shifts may adjust for operational needs

# EMPLOYEES BY POSITION	
General Manager	1
Supervisor	6
Check In Agent	6
Driver / Baggage Handler	24
Total	37

2. Employee Work Hours/Days

General Manager															
Name	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total							
Joe Isles	0800-1700	9	0800-1700	9	0800-1700	9	0800-1700	9	0800-1700	9	off	0	off	0	45

Supervisor															
Name	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total							
Supervisor	4:45 - 12:00	7.25	4:45 - 12:00	7.25	4:45 - 12:00	7.25	4:45 - 12:00	7.25	4:45 - 12:00	7.25	off	0	off	0	36.25
Supervisor	4:45 - 12:00	7.25	4:45 - 12:00	7.25	4:45 - 12:00	7.25	off	0	off	0	4:45 - 12:00	7.25	4:45 - 12:00	7.25	36.25
Supervisor	12:00 - 19:30	7.5	off	0	off	0	4:45 - 12:00	7.25	4:45 - 12:00	7.25	4:45 - 12:00	7.25	4:45 - 12:00	7.25	36.5
Supervisor	off	0	12:00 - 19:30	7.5	12:00 - 19:30	7.5	12:00 - 19:30	7.5	12:00 - 19:30	7.5	12:00 - 19:30	7.5	off	0	37.5
Supervisor	12:00 - 19:00	7	12:00 - 19:00	7	12:00 - 19:00	7	12:00 - 19:00	7	off	0	off	0	12:00 - 19:30	7.5	35.5
Supervisor	off	0	off	0	off	0	12:00 - 19:00	7	12:00 - 19:00	7	12:00 - 19:00	7	12:00 - 19:00	7	21
		29		29		29		29		29		29		29	203

*** Designated CONRAC GSC

*** Designated Curbside GSC

Customer Service Agents															
Name	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total							
Agent	*4:45 - 12:00	7.25	*4:45 - 12:00	7.25	*4:45 - 12:00	7.25	*4:45 - 12:00	7.25	*4:45 - 12:00	7.25	off	0	off	0	36.25
Agent	4:45 - 12:00	7.25	4:45 - 12:00	7.25	4:45 - 12:00	7.25	off	0	off	0	*4:45 - 12:00	7.25	*4:45 - 12:00	7.25	36.25
Agent	*12:00 - 19:30	7.5	off	0	off	0	4:45 - 12:00	7.25	4:45 - 12:00	7.25	4:45 - 12:00	7.25	4:45 - 12:00	7.25	36.5
Agent	off	0	*12:00 - 19:30	7.5	*12:00 - 19:30	7.5	*12:00 - 19:30	7.5	*12:00 - 19:30	7.5	*12:00 - 19:30	7.5	off	0	37.5
Agent	12:00 - 19:00	7	12:00 - 19:00	7	12:00 - 19:00	7	12:00 - 19:00	7	off	0	off	0	*12:00 - 19:30	7.5	35.5
Agent	off	0	off	0	off	0	12:00 - 19:00	7	12:00 - 19:00	7	12:00 - 19:00	7	12:00 - 19:00	7	21
		29		29		29		29		29		29		29	203

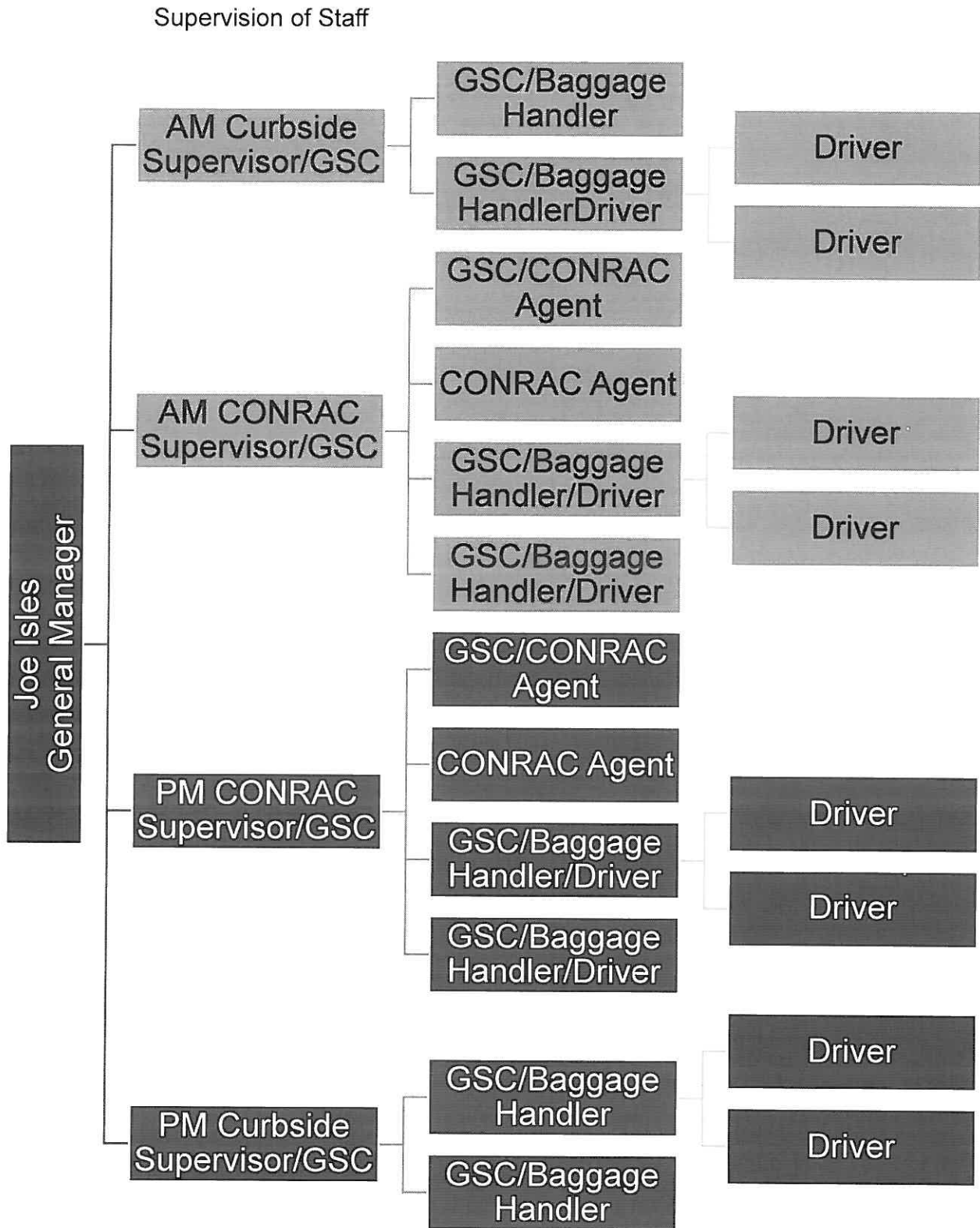
Curbside Baggage Handler/GSC															
Name	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total							
Curb Bag Handler/GSC	*4:45 - 12:00	7.25	*4:45 - 12:00	7.25	*4:45 - 12:00	7.25	*4:45 - 12:00	7.25	*4:45 - 12:00	7.25	off	0	off	0	36.25
Curb Bag Handler/GSC	4:45 - 12:00	7.25	4:45 - 12:00	7.25	4:45 - 12:00	7.25	off	0	off	0	*4:45 - 12:00	7.25	*4:45 - 12:00	7.25	36.25
Curb Bag Handler/GSC	8:00 - 15:30	7.5	off	0	off	0	4:45 - 12:00	7.25	4:45 - 12:00	7.25	4:45 - 12:00	7.25	4:45 - 12:00	7.25	36.5
Curb Bag Handler/GSC	off	0	8:00 - 15:30	7.5	8:00 - 15:30	7.5	8:00 - 15:30	7.5	8:00 - 15:30	7.5	8:00 - 15:30	7.5	off	0	37.5
Curb Bag Handler/GSC	*12:00 - 19:30	7.5	*12:00 - 19:30	7.5	*12:00 - 19:30	7.5	*12:00 - 19:30	7.5	off	0	off	0	8:00 - 15:30	7.5	37.5
Curb Bag Handler/GSC	off	0	off	0	off	0	12:00 - 19:30	7.5	12:00 - 19:30	7.5	12:00 - 19:30	7.5	12:00 - 19:30	7.5	22.5
		29.5		29.5		29.5		29.5		29.5		29.5		29.5	206.5

*** Designated Curbside GSC

Drivers															
Name	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total							
Driver	4:45 - 12:00	7.25	4:45 - 12:00	7.25	4:45 - 12:00	7.25	4:45 - 12:00	7.25	4:45 - 12:00	7.25	off	0	off	0	36.25
Driver	4:45 - 12:00	7.25	4:45 - 12:00	7.25	4:45 - 12:00	7.25	off	0	off	0	4:45 - 12:00	7.25	4:45 - 12:00	7.25	36.25
Driver	4:45 - 12:00	7.25	off	0	off	0	4:45 - 12:00	7.25	4:45 - 12:00	7.25	4:45 - 12:00	7.25	4:45 - 12:00	7.25	36.25
Driver	off	0	4:45 - 12:00	7.25	4:45 - 12:00	7.25	4:45 - 12:00	7.25	4:45 - 12:00	7.25	4:45 - 12:00	7.25	off	0	36.25
Driver	4:45 - 12:00	7.25	4:45 - 12:00	7.25	4:45 - 12:00	7.25	4:45 - 12:00	7.25	off	0	off	0	4:45 - 12:00	7.25	36.25
Driver	8:00 - 15:00	7	8:00 - 15:00	7	off	0	off	0	4:45 - 12:00	7.25	4:45 - 12:00	7.25	4:45 - 12:00	7.25	35.75
Driver	off	0	off	0	8:00 - 15:00	7	8:00 - 15:00	7	8:00 - 15:00	7	8:00 - 15:00	7	8:00 - 15:00	7	35
Driver	8:00 - 15:00	7	8:00 - 15:00	7	8:00 - 15:00	7	8:00 - 15:00	7	8:00 - 15:00	7	off	0	off	0	35
Driver	12:00 - 19:00	7	12:00 - 19:00	7	12:00 - 19:00	7	off	0	off	0	8:00 - 15:00	7	8:00 - 15:00	7	35
Driver	12:00 - 19:30	7	off	0	off	0	12:00 - 19:00	7	12:00 - 19:00	7	12:00 - 19:00	7	12:00 - 19:00	7	35
Driver	off	0	12:00 - 19:30	7	12:00 - 19:30	7	12:00 - 19:30	7	12:00 - 19:30	7	12:00 - 19:30	7	off	0	35
Driver	off	0	off	0	off	0	off	0	off	0	off	0	12:00 - 19:30	7	7
		57		57		57		57		57		57		57	399

Conrac Baggage Handlers/GSC															
Name	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total							
Conrac Bag Handler/GSC	4:45 - 12:00	7.25	4:45 - 12:00	7.25	4:45 - 12:00	7.25	4:45 - 12:00	7.25	4:45 - 12:00	7.25	off	0	off	0	36.25
Conrac Bag Handler/GSC	4:45 - 12:00	7.25	4:45 - 12:00	7.25	4:45 - 12:00	7.25	off	0	off	0	4:45 - 12:00	7.25	4:45 - 12:00	7.25	36.25
Conrac Bag Handler/GSC	8:00 - 15:30	7.5	off	0	off	0	4:45 - 12:00	7.25	4:45 - 12:00	7.25	4:45 - 12:00	7.25	4:45 - 12:00	7.25	36.5
Conrac Bag Handler/GSC	off	0	8:00 - 15:30	7.5	8:00 - 15:30	7.5	8:00 - 15:30	7.5	8:00 - 15:30	7.5	8:00 - 15:30	7.5	off	0	37.5
Conrac Bag Handler/GSC	12:00 - 19:30	7.5	12:00 - 19:30	7.5	12:00 - 19:30	7.5	12:00 - 19:30	7.5	off	0	off	0	8:00 - 15:30	7.5	37.5
Conrac Bag Handler/GSC	off	0	off	0	off	0	12:00 - 19:30	7.5	12:00 - 19:30	7.5	12:00 - 19:30	7.5	12:00 - 19:30	7.5	22.5
		29.5		29.5		29.5		29.5		29.5		29.5		29.5	206.5

*** Designated CONRAC GSC



3. Position Titles & Responsibilities

i. General Manager Responsibilities

- a) Determine and maintain staffing requirements/Hire and train new staff
- b) Supervise direct reporting staff according to company policy
- c) Apply strategic planning to determine operational objectives
- d) Set employee goals and objectives/Develop staff to maximize potential
- e) Monitor and provide progressive counseling for attendance, customer service and presentation standards
- f) Allocate use of available resources/Ensure budget requirements are met
- g) Monitor and assist staff with work progress
- h) Plan and implement procedures and systems to maximize safety and operating efficiency
- i) Facilitate the preparation and analysis of report;
- j) Review performance data to monitor and measure productivity, goal progress and activity levels
- k) Oversee the achievement and maintenance of agreed customer service levels and standards
- l) Direct daily operations/fill in with operations if needed
- m) Ensure the necessary resources and tools are available for extraordinary customer service delivery
- n) Review customer complaints, track customer complaint resolution and handle complex and escalated customer service issues
- o) Identify and implement strategies to improve quality of service, productivity and profitability
- p) Communicate with customers, corporate personnel, Aviation Authority, Air Carrier Leadership when needed

- ii. Supervisor/GSC Responsibilities
 - a) Provide the Greatest Customer Service Ever, including customer service recovery and communication with clients and partners
 - b) Maintain personal and work area presentation standards
 - c) Provide wayfinding and general information to passengers
 - d) Oversee the secure check in and handling of passenger baggage from the point of check in to the secure transfer to the BHS induction point. This includes applying or removing security seals to/from the vehicles transporting tagged baggage.
 - e) Make sure that all safety and security regulations are followed and documented as needed
 - f) Proficient use of provided technology
 - g) Opening/Closing of operations as shift dictates
 - h) Be able to perform all other job functions at their location
 - i) Monitor attendance, customer service and presentation standards
 - j) Communicate with customers, General Manager, Aviation Authority, and Air Carrier Leadership when needed
 - k) Complete duty log at end of shift
 - l) Other duties as assigned

- iii. Customer Service Agent/GSCs Responsibilities
 - a) Provide the Greatest Customer Service Ever while checking passengers in for their flights following TSA protocols
 - b) Maintain personal and work area presentation standards
 - c) Proficient use provided technology
 - d) Provide wayfinding and general information to passengers
 - e) Correctly tag baggage to be checked in along with collect associated air carrier baggage fees
 - f) Follow all prescribed regulatory and compliance protocols once baggage has been checked in
 - g) May be called upon to oversee the secure check in and handling of passenger baggage from the point of check in to the secure transfer to the BHS induction point. This includes applying or removing security seals to/from the vehicles transporting tagged baggage.
 - h) Professionally communicate necessary information to Supervisors and GSCs
 - i) Other duties as assigned

- iv. Baggage Handler/GSC/Driver Responsibilities
 - a) Provide the Greatest Customer Service Ever while handling checked baggage
 - b) Proficiently use provided technology
 - c) Ensure that all checked baggage is scanned into RAC Track, sorted by air carrier and stored in order of departure time
 - d) Oversee the secure check in and handling of passenger baggage from the point of check in to the secure transfer to the BHS induction point. This includes applying or removing security seals to/from the vehicles transporting tagged baggage.
 - e) Ensure that all safety and security regulations are followed and documented as needed
 - f) Securely load tagged baggage into the delivery vehicle, separated by air carrier
 - g) Safely and efficiently transport baggage to the prescribed induction points at the Tampa International Airport Terminal
 - a) Wait for verification from the curbside GSC to be able to unload baggage
 - b) Assist GSC with the unloading of baggage, following all security protocols, while maintaining vehicle security
 - c) Professionally communicate necessary information to Supervisors and GSC
 - d) Accurately document any necessary information in Driver Log
 - e) Put gas in delivery vehicle following company procedures
 - f) Other duties as assigned

- v. Driver Responsibilities
 - a) Provide the Greatest Customer Service Every
 - b) Complete Vehicle Inspection at beginning of every shift
 - c) Provide wayfinding and general information to passengers
 - d) Securely load tagged baggage into the delivery vehicle separated by air carrier
 - e) Drive in a legal, safe and courteous manner within speed limits
 - f) Safely and efficiently transport baggage to the prescribed induction points at the Tampa International Airport Terminal
 - g) Wait for verification from the curbside GSC
 - h) Assist GSC with the unloading of baggage following all security protocols, while maintaining vehicle security
 - i) Professionally communicate necessary information to Supervisors and GSCs
 - j) Accurately document any necessary information in Driver Log
 - k) Put gas in delivery vehicle following company procedure
 - l) Other duties as assigned

Section 2: Employee Experience Requirements

1. Employee Experience Requirements

i. General Manager

- a) Has at least five (5) years' managerial experience in airline/hospitality, restaurant, tourism, retail, City or armed forces
- b) Has at least two (2) years of managerial experience providing Baggage Check/Handling Services to one U.S. commercial air carrier during the period of February 7, 2012 through February 6 2017

ii. Supervisor

- a) Has at least three (2) years' experience in airline/hospitality, restaurant, tourism, retail, city or armed forces
- b) Has at least two (2) years of driving experience

iii. Check-in Agents

- a) Has at least six (6) months experience providing customer service in airline/hospitality, restaurant, tourism, retail or armed forces

iv. Baggage Handlers/Drivers

- a) Has at least two (2) years of driving experience
- b) Has at least six (6) months experience providing customer service in airline/hospitality, restaurant, tourism, retail or armed forces

v. Ground Security Coordinators

- a) All remote check-in operations shall have a trained GSC on site at all times of operations, acting as an Air Carrier Authorized Representative. This GSC shall have a fingerprint-based Criminal History Records Check (CHRC) in accordance with CFR 1544.229 completed by the airport's ID/access media office. The results of the CHRC can be provided by the airport performing this check. All GSCs have successfully passed GSC training provided by Delta Airlines. Training results and certification are filed in and are accessible through the Delta Deltamatic Training System located at TPA and shall be made available to the TSA upon request.

2. Disqualifying Offenses (All positions)

- i. Previously employed by Bags Inc. or Tampa International Airport and designated as a non-rehire status
- ii. Had a SIDA badge revoked
- iii. Does not complete required drug test within three business days of contingent job offer
- iv. Is not able to clear Bags pre-hire national/county background check, CHRC and/or STA
- v. Does not have proper documents needed to complete a TPA SIDA badge application or Form I-9
- vi. Does not complete pre-requisite training or DOT FAA drug test within the established deadline to qualify for GSC class
- vii. Misrepresents qualifications on resume or job application
- viii. Does not meet Bags Inc. presentation standards

Section 3: Background Checks

1. Date of contingent hire, potential employee must give permission for us to run a 5 year check on:
 - i. Social Security Number trace
 - ii. Nationwide Criminal Check
 - iii. One County Criminal Search in their home county
 - iv. If an alert is returned on Nationwide Criminal Check, a County Criminal Check will be run for the county involved
2. Must complete a 5-panel Non-DOT eCup Drug Test within three business days
3. Additionally, all employees taking GSC class will also take a DOT FAA drug test
4. All employees are subject to a 3 Year MVR check
 - i. Clear MVR= less than 2 minor violations; OR 1 at-fault accident; OR no more than a combination of 1 minor violation and 1 at-fault accident.
 - ii. Borderline MVR-2 minor violations; OR 2 at-fault accidents; OR any combination of minor violations and at-fault accidents totaling 3 occurrences.
 - iii. Deny MVR-1 or more major violations, OR 3 or more minor violations and at-fault accidents totaling 4 or more occurrences.
 - iv. At-Fault Accident-Any accident where the driver is cited with a violation or negligently contributes to the incident or any single vehicle accident where the cause is not equipment related.
 - v. Anyone under 21 may not have incurred two (2) or more minor violations ever.
 - vi. Drivers with three or more violations within a 3-year period represent a significantly greater risk to the Company because they are more likely to be involved in a vehicular accident than those with no traffic violations. Any driver with an MVR consisting of any combination of accidents and moving violations that total 4 within the past 3 years will be denied driving privileges with the Company.
 - vii. Major violations
 - a) Driving under the influence of alcohol/drugs (DUI/DWI).
 - b) 6 or more "points" accumulated within the past 3 years.
 - c) Driving while license is suspended/revoked, when suspension is due to a moving violation.

- d) Reckless driving/speeding
 - e) Speed 1-10 MPH over the speed limit and the driver is under 21
 - f) Speed 11-20 MPH over the speed limit and the driver is under 21/over 65
 - g) Speed 21 MPH or more over the speed limit
 - h) Hit and run
 - i) Operating a motor vehicle without the owner's authority
 - j) Using a motor vehicle for the commission of a felony
 - k) Homicide, manslaughter or assault arising out of the use of a vehicle
- viii. Minor Violations
- a) Speeding other than above
 - b) Chargeable accidents
 - c) Any other moving violations
5. Reference Services Inc. (RSI), a full-service background screening and drug testing firm, is our provider for pre-hire background and pre-hire drug testing services for non-DOT employees.
6. First Advantage is our consortium for our Registered DOT FAA Drug & Alcohol Abatement Program. They provide the following DOT mandated testing:
- i. Pre-employment for DOT employees
 - ii. Random
 - iii. Reasonable Suspicion
 - iv. Return to Duty
 - v. Post-Accident

Section 4: Training

Bags Inc. Proprietary Training (All RBC Employees)

Course	Length	Method of Instruction	Frequency
Bags First Class	3.5 Hours	Classroom	Initial Only
Intro to RBC	8 Hours	Classroom	Initial Only
Intro to Driving	1.5 Hours	Classroom	Annual
RBC On the Job Training	3-5 Days	In the Field	Initial Only
Advanced Customer Service	3 Hours	Classroom	Optional Certification
Leadership Development	1 Week	Classroom	Optional Certification

Air Carrier Regulatory & Compliance Training (All RBC Employees)

Airline/Course	Length	Method of Instruction	Frequency
Delta			
Annual Qualifying Training (AQT)	6 Hours	Online	Annual
Disability & Differences (DDP)	1 Hour	Online	Annual
JetBlue			
Dangerous Goods	1.5 Hours	Classroom	Annual
Payment Card	.5 Hours	Classroom	Annual
Security Awareness	1 Hour	Classroom	Annual
Disability	1 Hour	Classroom	Annual
Southwest			
Dangerous Goods	1 Hour	Online	Annual
Disability Awareness	.75 Hours	Classroom	Annual
CAPPS ID	.5 Hours	Classroom	Annual
Alaska			
Dangerous Goods Awareness	.5 Hours	Online	Annual
Passenger Security	.5 Hours	Online	Annual

GSC Certification Training (All GSC Certified Employees)

Airline/Course	Length	Method of Instruction	Frequency
Delta			
Security Search Video	.25 Hours	Online	Initial Only
Security Resources	.5 Hours	Online	Initial Only
Field Study	1 Hour	Independent Study	Initial Only
GSC Certification	8 Hours	Classroom	Initial Only
GSC Recurrent Training	2 hours	Online	Annual
Alaska			
GSC Off Airport Baggage Acceptance	.25 Hours	Online	Annual
American Airlines			
Hazmat Differences Memo	Varies	Read & Sign	Annual
United Airlines			
Hazmat GSC Differences Memo	Varies	Read & Sign	Annual

Bags First Class Detailed Syllabus

1. Complete New Hire Paperwork
2. Welcome
3. HR/Handbook Review
 - i. HR Policies
 - ii. Report it! Hotline
 - iii. Sexual Harassment Video
4. About Bags Inc.
 - i. Mission-Make Travel Easier
 - ii. Values-Friendly, Authentic, Responsible, Honest
 - iii. Culture-Greatest Customer Service Ever
 - iv. Company History
5. The 4 Quality Standards
 - i. Safety & Security
 - a) Correct Lifting Techniques
 - b) Compliance
 - ii. First Class Customer Service
 - a) Internal & External Customer Service
 - b) Communication
 - a. Speaking-3 ways
 - b. Listening-3 types of questions
 - c) Consciously Competent Customer Service
 - iii. Relationship Focused Service
 - a) Greet
 - b) Connect
 - c) Respect
 - iv. First Class Service Strategies
 - a) Customer Service Recovery-LAST
 - b) Daily Evaluation through the lens of Customer & Client

- vi. Presentation
 - a) Personal Presentation Standards
 - b) Work Area Presentation
- vii. Operational Efficiency
 - a) Show up on time & when scheduled/Attendance
 - b) Know how to do your job accurately
 - c) Be a team player to ensure the job gets done correctly
- viii. Customer Service Recognition
 - a) First Class Ticket
 - b) Challenge Coin

Intro to RBC (Remote Baggage Check-in) Detailed Syllabus

Bags Review

1. Mission-Make Travel Easier
2. Values-Friendly, Authentic, Responsible, Honest
3. Culture-Greatest Customer Service Ever

We are TPA!

1. Vision-To attain the highest level of accreditation, achievement and recognition in public procurement for innovation, excellence and customer service
2. Values-Professional, Partnership, Transparent, Credible, Efficient, Customer Focused
3. Fun Facts/History-40 years old, almost 18 million passengers, 150,000 arrivals and departures, Ranked 2nd in the US and 3rd globally

TPA Wayfinding

1. CONRAC
2. Terminal
3. Tampa

Common Terms

Hillsborough County Aviation Authority	Common Use System	Induction Point
PNR	RAC Track	GSC
Baggage Hygiene	Baggage Metering	Risk Control
SOP	Bingo Sheet/Sticker	SIDA Badge
BHS	Seal	Military Time

Remote Baggage Check- in Team/Responsibilities

1. General Manager
2. Supervisors
3. Customer Service Agents
4. Baggage Handler
5. Driver
6. Designated GSC

Four Quality Standards Ascending Order

4. Operational Efficiency

1. Employee number/Passport log in
2. Clocking in and out/taking breaks
3. Scheduling
4. Always following established Standard Operating Procedures (SOP)
5. When something prevents you from following SOP, always use pre-determined contingency plans
6. No matter what, always put safety & security first
7. Check-in SOP
8. Transporting Baggage and Delivering to Induction Points (no later than 40 minutes before flight departure time) SOP
9. Designated curbside GSC/Baggage handler follows induction point protocol
10. Contingency plans

3. Presentation/Appearance Guidelines

1. **Nametag** – All Employees are required to wear a Bags nametag on their left shoulder area. The nametag should be worn on the outer-most layer of clothing. Personalized nametags with your first name and hometown are ordered on your first day of work. A temporary nametag, which must be returned, will be issued until your nametag is available.
2. **Uniform** – Uniforms must be clean and neatly pressed each day. Shirts must be tucked in at all times.
3. **Tattoos** – Tattoos must be discreetly and completely covered at all times. If the tattoo cannot be covered by clothing, then theatrical makeup that matches your skin tone must be used.
4. **Fingernails** – Fingernails should be neat and clean.
 - **Females:** Fingernails should not exceed one-fourth of an inch beyond the fingertip. If polish is used, it should be a neutral color. Charms or decals on fingernails are not permitted.
 - **Males:** Fingernails should not extend beyond the tip of the finger.

6. **Hairstyle** – Hair should be neatly arranged in a classic, easy-to-maintain style.
 - **Females:** Hair below shoulder length should be confined if it falls over the face while working. If the hair color is changed, it must be natural-looking and well maintained. Subtle highlights or frosting are permitted, as long as it is uniform over the whole head. Conservative braided hairstyles without beads or ornamentation are permitted. Hair Accessories must be a neutral color or a solid color that matches the uniform.
 - **Males:** Hair should not extend beyond or cover any part of the ears or the shirt collar. Hair should be neatly cut, forming a smooth, symmetrical appearance. Extreme or bi-level styles are not permitted. Conservative braided hairstyles that are neatly braided close to the scalp in straight rows are permitted. Extremes in dyeing, bleaching or coloring are not permitted.
7. **Facial Hair/Sideburns** – Aside from a fully grown, well maintained mustache, males are expected to be clean shaven every day. Beards and goatees are permitted but must be neatly trimmed and fully grown in. Sideburns should be neatly trimmed, straight and even in width, and should not extend beyond the bottom of the earlobe.
8. **Jewelry/Body Piercing** - Jewelry should be limited to a wrist watch and one ring per hand. Females may wear one pair of earrings in the bottom of the earlobe. Earrings may not exceed the size of a quarter. Males may not wear earrings. Necklaces, bracelets and ankle bracelets are not permitted.
9. **Personal Electronic Devices** – Cell phones and other electronic devices may not be used in your work area. They should be concealed from view and operated on silent mode, if carried. Personal Electronic Devices may be used during designated breaks in approved areas.
10. **Eyewear** - Sunglasses that block interpersonal communication with a guest, passenger, employees, and clients should be avoided. Only sunglasses that allow the eyes to be seen are permitted unless there is a documented reason to wear dark sunglasses by a medical professional. No mirrored or dark, opaque lenses are allowed. Sunglasses are not to be worn at night, in dark areas, or indoors. Employees should remove sunglasses when engaging in interactions with a guest, passenger, employee or client. Sunglasses should not be visible when not in use. Safety glasses may be required depending on your role and location.

2. First Class Customer Service

Operational Efficiency is getting the task completed. First Class Service is the manner in which you accomplish the task.

1. Relationship Focused Service
2. Nonverbal communication
3. Customer service voice
4. Know how to handle common issues
5. Role Play/Apology practice
6. Evaluation/Audits and Secret Shoppers
 - i. Did the RBC Agent/GSC acknowledge as many Guests, including children, as possible?
 - ii. Did the RBC Agent/GSC look approachable before the interaction?
 - iii. Was the RBC Agent/GSC's work area show ready?
 - iv. Did the RBC Agent/GSCs actions reflect the volume/demand of the area at the moment?
 - v. Did the RBC Agent/GSC offer to assist the guest with their luggage upon check in?
 - vi. Did the RBC Agent/GSC make eye contact with the Guest at the beginning of the interaction?
 - vii. Did the RBC Agent/GSC smile at the beginning of the interaction?
 - viii. Did the RBC Agent/GSC greet the Guests or respond appropriately at the beginning of the interaction?
 - ix. When a question or request was asked of the RBC Agent/GSC, did they have or find the correct answer?
 - x. Did the RBC Agent/GSC offer the Guests any additional assistance?
 - xi. Did the RBC Agent/GSC display appropriate body language throughout the interaction?
 - xii. Was the RBC Agent/GSC courteous (verbally and non-verbally) throughout the interaction?
 - xiii. Did the RBC Agent/GSC take the opportunity to individualize the interaction?
 - xiv. Did the RBC Agent/GSC use the guest's name during this interaction?
 - xv. Did the RBC Agent/GSC model the Bags Look?

- xvi. Did the RBC Agent/GSC end the interaction in a positive manner?
- xvii. Did the RBC Agent/GSC seek out guest contact?
- xviii. Was a manager or GSC visible in the area during the audit?
- xix. Did the RBC Agent/GSC fill out luggage tags completely and correctly?
- xx. Did the RBC Agent/GSC provide the guest with a claim receipt?
- xxi. Did the Agent provide the guest with appropriate instructions for the pick up or delivery of their luggage?
- xxii. Did the Agent log luggage correctly?
- xxiii. Did the Agent store luggage correctly?
- xxiv. Did the RBC Agent/GSC stay focused on the Guest throughout the interaction?

1b. Security

- 1. Southwest Regulatory & Compliance Classroom Training
 - i. Disability Awareness
 - ii. CAPPs ID
- 2. JetBlue Regulatory & Compliance Classroom Training
 - i. Dangerous Goods
 - ii. Payment Card
 - iii. Security Awareness
 - iv. Disability
- 3. Secured Items
- 4. Restricted Areas
- 5. Airport Badges
- 6. Suspicious behavior
- 7. Unattended items
- 8. Handling Security Violations
- 9. TSA/FAA Audits
 - i. LOI
 - ii. Possible fines
- 10. Role of GSC

1a. Safety

1. Lifting, pushing/pulling
2. Broken Items
3. Slips, Trips, falls
4. Carts & cages
5. Belts
6. Baggage
7. Vehicles
 - i. Doors
 - ii. Hinges/locks
8. Baggage Hygiene
9. Report it!

Intro to Driving Detailed Syllabus

1. Driving for work
2. Attended once upon hire
3. May be repeated after first minor driving related incident
 - i. Driving Preparation
 - a) Vehicle Maintenance
 - b) Vehicle Inspection
 - c) Planning
 - d) Emergency Supplies
 - e) Securing Cargo
 - f) Seat Belts
 - g) Cell Phones
 - h) Quiz
 - ii. Alert Driving
 - a) Driving While impaired
 - b) Avoiding Distractions
 - c) Scanning the Road
 - d) Things to Look For
 - e) Increasing Reaction Time
 - f) The Two-Second Rule
 - g) Quiz
 - iii. Driving Hazard Recognition
 - a) Intersections
 - b) Blind Spots
 - c) Limited Visibility
 - d) Losing Traction
 - e) Erratic Drivers
 - f) Pedestrians, Animals, Parked Vehicles
 - g) Quiz

On the Job Training Detailed Syllabus

1. Uniform and clean work area
2. *Dayforce* clock in/out
3. Common Use System
4. RAC Track
5. Check-in SOPs
6. Baggage Handling SOPS
7. Baggage Transport SOPS
8. Induction Point SOPs
9. Regulatory and Compliance
10. Contingency plans
11. Wayfinding
12. Customer Service Recovery

Section 5: Hiring and Retaining Personnel

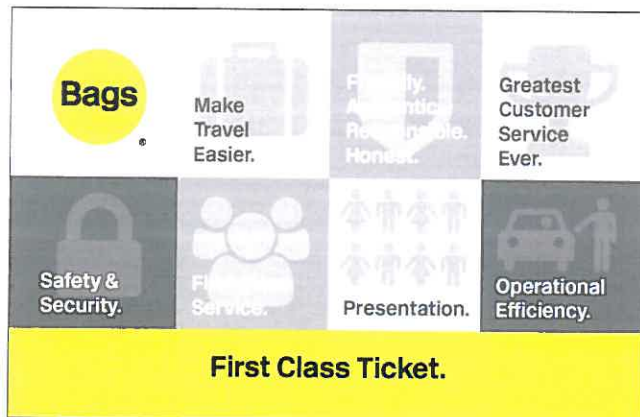
1. The foundation of our hiring and training plan is our Four (4) Quality Standards
 - i. Safety & Security
 - ii. First Class Customer Service
 - iii. Presentation
 - iv. Operational Efficiency

2. Our Quality Standards guide our interview process and employee selection pulled from our Ceridian *Dayforce* applicant tracking system which utilizes their eQuest Advantage Network (includes multiple Veteran hiring sources) as well as connects to our accounts with Indeed, Monster, CareerBuilder and Job News USA. Job News USA also provides us with job fairs in the Tampa area. This applicant tracking system is part of our integrated Human Resources Information System which simplifies the onboarding process by taking the information provided during the application process and applies it to all future onboarding and payroll processing needs.

# EMPLOYEES BY POSITION	
General Manager	1
Supervisor	6
Check In Agent	6
Driver / Baggage Handler	24
Total	37

3. We give our employees the right tools to be successful by providing researched based customer service strategies with an instructional design that presents customer service concepts in an easy to grasp format. Concepts include:
 - i. Internal & external customer service
 - ii. Communication skills
 - a) Speaking
 - b) Listening
 - iii. Specific strategies for
 - a) Relationship Focused Service
 - b) Raising basic customer service to First Class Service
 - c) Customer service recovery
 - d) Maintaining a positive personal and work area presentation
 - e) Personal evaluation of customer service skills

4. Bags Challenge Coin-Every employee who successfully completes Bags First Class receives our Company Challenge Coin which reinforces our pride in our company and our shared; Mission to Make Travel Easier; Values of Friendly, Authentic, Responsible, and Honest; and Culture to deliver the Greatest Customer Service Ever.
5. Exceptional, professional customer service training and on the job training ensures our employees have the right tools for them to be successful, which increases job satisfaction.
6. We recognize employees who provide the "Greatest Customer Service Ever!" with our First-Class Ticket Program and Greatest Customer Service Ever service pin.
7. We provide follow-up customer service training which include advanced customer service recovery techniques and leadership skills.
8. Because we are a fast growing and innovative company with unique products, we develop our employees and promote from within whenever possible. We find providing frequent management opportunities to our front-line employees creates loyalty.



Employee Name: _____ Job: _____
 Work Location: _____
 Recognized By: _____ Date: _____
 Manager Name & Signature: _____

I recognize you for displaying this value or quality standard:

Safety & Security First Class Service Presentation Operational Efficiency
 Friendly Authentic Responsible Honest

Detailed Description: _____

Top Copy: Place in your location's First Class Ticket Box Bottom Copy: Employee keeps.
 Card must be filled out completely and neatly to be eligible for a Bags First Class drawing.
 Entries qualify you to be considered for Bags Employee of the Year.

Thank You.



Section 6: Standards of Conduct

Bags First Class explicitly covers the expected behaviors for our employees. Below is list of unwanted behaviors that are handled through progressive counseling.

Unsatisfactory job performance Level 1 (Documented Verbal Warning)

1. Unauthorized personal phone usage
2. Lost or damaged equipment
3. Guest or client service below expected standards
4. Not following operational procedures
5. Not filling gas tank of truck after use
6. Failing to be on time for baggage pick-ups
7. Job Responsibilities not mentioned
8. Audit failure (Secret Shopper)
9. Does not meet appearance guidelines
10. Calling out to someone other than authorized personnel
11. Switching shifts without manager approval
12. Unacceptable service levels or non-security audit results below the expected standards
13. Other infractions

Unsatisfactory job performance Level 2 (Written Warning)

1. Conduct affecting performance or security
2. Lost or damaged equipment
3. Lost something under \$20
4. Unsatisfactory job performance of a more serious nature.
5. Improper handling of vehicles
6. Audit failure (Bags Compliance-minor offense)
7. Working in an unsafe manner Pulling cages
8. Lifting incorrectly
9. Speeding
10. Failure to follow company procedures
11. Other infractions/repeated level 1 infractions

Unsatisfactory job performance Level 3 (Final Written)

1. Audit failure (Bags Compliance that would lead to a TSA, state, FAA, DOT)
2. Unprofessional conduct on or off the clock while on client or company property
3. Working in an unsafe manner
4. Failure to follow company procedures
5. Handling of cash in an unauthorized manner
6. Working when not authorized/scheduled
7. Repeated employee accidents
8. Violation of key policy
9. Other infractions/repeated level 1 & 2 infractions

Unsatisfactory job performance Level 4 (Recommended Separation)

1. Audit failure (TSA, DOT, FAA)
2. Unprofessional conduct on or off the clock while on client or company property
3. Working in an unsafe manner
4. Theft
5. Refusal of a direct work order
6. Walking off the job in an unauthorized manner
7. Fighting, threatening behavior or harassment of any kind
8. Soliciting tips
9. Violating empty pockets policy
10. Insubordination
11. Failure to comply with an investigation
12. Falsification of Company or client records
13. Being in possession of, selling or distributing, or being under the influence of any controlled substance
14. Failure to report criminal convictions or changes in MVR and/or criminal background
15. Accepting or giving a bribe
16. Unauthorized disclosure of proprietary and/or confidential information
17. Other/repeated infractions

More detailed descriptions for certain behaviors are found in our Employee Handbook.

Fraternization

In order to minimize the risk of conflicts of interest and promote fairness, the Company maintains the following policy with respect to relationships in the workplace:

No person in a management or supervisory position shall have a romantic, sexual or dating relationship with an employee or client of the Company without first fully disclosing the relationship to the Vice President of Human Resources. The Company reserves the right to decide if the relationship creates a conflict of interest or favoritism and may adversely impact the operations of the Company. In the event the Company determines the relationship does create a conflict and/or adversely impacts operations of the Company, the Company may terminate employment. Individuals involved in a relationship covered by this policy may be asked to sign a document acknowledging that their relationship is free from coercion and harassment.

Employees in violation of this disclosure policy may be subject to termination of employment.

Discretion and Non-Discrimination

The Company retains discretion in its enforcement of this policy. Decisions made under this policy will be made based on operational and business reasons and without regard to, race, color, religion, creed, national origin or ancestry, ethnicity, sex, gender, age, physical or mental disability, citizenship, past, current or prospective service in the uniformed services, genetic information or any other characteristic protected under applicable federal, state or local law.

Corrective Counseling

It is the Company's policy to treat all employees equitably and to administer all policies, procedures, rules and regulations consistently. Employees are expected to observe certain standards for job performance and good conduct. When an employee's performance is unsatisfactory or when an employee violates the rules and regulations of the Company, appropriate action will be taken.

This policy encourages the use of counseling and progressive disciplinary measures to correct unsatisfactory job performance and/or conduct. Forms of discipline that the Company may elect to use include verbal counseling, written warnings, final warnings and/or discharge. The purpose of the Corrective Counseling process is to identify and discuss areas for improvement and to assist the employee in areas of deficiency and attaining the desired level of performance or conduct to benefit both the employee and the Company.

The Company recognizes that there are circumstances or certain types of offenses and/or deficiencies that may warrant either a final warning or discharge without going through the other Corrective Counseling steps. Accordingly, the Company reserves the right to bypass the Corrective Counseling steps at its discretion.

Nothing contained in this policy is intended to alter the at-will employment relationship between the Company and its employees or to create legally enforceable contractual rights.

Workplace safety

The Company is committed to maintaining a safe workplace. To further its goal, the Company has issued guidelines. You are required to comply with the Company's guidelines as well as any applicable federal, state and local laws. It is the responsibility of each employee to conduct all tasks in a safe and efficient manner.

If you witness any unsafe conditions or potential hazards, you must report them to your direct supervisor immediately or if your direct supervisor is unavailable, the next level above your direct supervisor or the Director of Safety and Compliance as soon as possible.

All workplace injuries, accidents or illnesses must be reported to the Human Resources/Workers' Compensation Department immediately, regardless of the severity. It is the responsibility of the employee to complete a Notice of Injury Report for each safety and health infraction incurred by an employee or that the employee witnesses. The Notice of Injury Report can be obtained from your supervisor.

Tobacco-free Workplace

The Company prohibits and will not tolerate smoking in the workplace, including all indoor facilities, offices, break-rooms, bathrooms and company vehicles. Smoking is also prohibited on Company's outdoor property with the exception of designated areas.

For purposes of this policy, smoking includes lighting, smoking or carrying a lighted cigarette, cigar, pipe, chewing tobacco and the use of any electronic smoking device. This list is illustrative only and not exhaustive.

SOCIAL MEDIA POLICY

At the Company we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, the use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

This policy applies to all employees who work for the Company or one of its subsidiary companies.

Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Company as well as any other form of electronic communication.

The same principles and guidelines found in the Company's policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved and follow the three additional guidelines below. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects members, customers, suppliers, people who work on

behalf of the Company or the Company's legitimate business interests may result in disciplinary action up to and including termination.

1. Know and follow the rules.

Carefully read these guidelines, and the Anti-Discrimination & Anti-Harassment Policy, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

2. Be respectful.

Always be fair and courteous to fellow employees, customers, members, suppliers or people who work on behalf of the Company. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open-Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, employees or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of, race, color, religion, creed, national origin or ancestry, ethnicity, sex, gender, age, physical or mental disability, citizenship, past, current or prospective service in the uniformed services, genetic information or any other characteristic protected under applicable federal, state or local law.

3. Post only appropriate and respectful content.

Maintain the confidentiality of the Company trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.

Do not create a link from your blog, website or other social networking site to a Company website without identifying yourself as a Company employee.

Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company fellow employees, members, customers, suppliers or people working on behalf of the Company. If you do publish a blog or post online related to the work you do or regarding subjects associated with the Company make it clear that you are not speaking on behalf of the Company. It is best to include a disclaimer such as "The postings on this site are my own opinions/views and do not necessarily reflect the views of the Company."

ANTI-HARASSMENT POLICY

The Company strictly prohibits and does not tolerate unlawful harassment against employees or any other covered persons because of, race, color, religion, creed, national origin or ancestry, ethnicity, sex, gender, age, physical or mental disability, citizenship, past, current or prospective service in the uniformed services, genetic information or any other characteristic protected under applicable federal, state or local law.

Sexual Harassment

All Company employees, other workers, and representatives including vendors, customers, and clients are prohibited from harassing employees and other covered persons based on that individual's sex or gender and regardless of the alleged harasser's sex or gender.

Sexual harassment means any harassment based on someone's sex or gender. It can include harassment that is not sexual in nature (for example, offensive remarks about an individual's sex or gender), as well as any unwelcome sexual advances or requests for sexual favors or any other conduct of a sexual nature, when any of the following is true:

- Submission to the advance, request or conduct is made either explicitly or implicitly a term or condition of employment.
- Submission to or rejection of the advance, request or conduct is used as a basis for employment decisions.
- Such advances, requests or conduct have the purpose or effect of substantially or unreasonably interfering with an employee's work performance by creating an intimidating, hostile or offensive work environment.

Other Types of Harassment

The Company's anti-harassment policy applies equally to harassment based on an employee's, race, color, religion, creed, national origin or ancestry, ethnicity, sex, gender, age, physical or mental disability, citizenship, past, current or prospective service in the uniformed services, genetic information or any other characteristic protected under applicable federal, state or local law.

Such harassment often takes a similar form to sexual harassment and includes harassment that is:

- Verbal (for example, epithets, derogatory statements, slurs, derogatory comments or jokes).
- Physical (for example, assault or inappropriate physical contact).
- Visual (for example, displaying derogatory posters, cartoons, drawings or making derogatory gestures).

This list is illustrative only, and not exhaustive. No form of harassment will be tolerated. Harassment is prohibited both at the workplace and employer-sponsored events as well as on business trips, client property, and anywhere in the course of conducting business.

ANTI-RETALIATION POLICY

The Company strictly prohibits and does not tolerate unlawful retaliation against any employee, by any employee. All forms of unlawful retaliation are prohibited, including any form of discipline, reprisal, intimidation or other forms of retaliation for participating in any activity protected by law.

Examples of protected activities include:

- Lodging a good faith internal complaint (written or oral) with Human Resources or management specifically opposing unlawful discrimination or harassment or complaining about violations of wage and hour law (example; if an employee believes they have been sexually harassed or believes they have not been paid overtime they are owed).
- Filing a good faith complaint of unlawful discrimination or harassment with the US Equal Employment Opportunity Commission (EEOC), federal or state agency or in court.
- Participating in the Company's internal investigation into allegations of sexual harassment.
- Supporting another employee's internal or administrative complaint of unlawful discrimination (by, for example, testifying or providing an affidavit in support of a co-worker who has filed a discrimination complaint with the EEOC).
- Requesting an accommodation under the Americans with Disabilities Act or state anti-discrimination statutes.
- Requesting or taking leave under the Family and Medical Leave Act or state leave statutes.
- Filing a Workers' Compensation claim.

The examples above are illustrative only, and not exhaustive. No form of retaliation for any protected activity will be tolerated.

Drug and Alcohol-Free Workplace Policy

The Company is committed to providing a safe, healthy and productive work environment. Consistent with this commitment, this policy establishes the Company's intent to maintain a drug and alcohol-free workplace. Being under the influence of alcohol or illegal drugs (as classified under federal, state or local laws) while on the job poses serious health and safety risks to employees and members of the public/others, which is not tolerated.

Prohibited Conduct

The Company expressly prohibits the following activities at any time that employees are either (1) on duty or conducting Company business (either on or away from the Company's premises), or (2) on the Company's premises (whether or not the employee is working):

- The use, abuse or being under the influence of alcohol, illegal drugs or other impairing substances.
- The possession, sale, purchase, transfer or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the employee or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs

Drug and Alcohol Testing

The company retains the right to require the following tests:

- **Pre-employment:** Applicants who have received a conditional job offer may be required to pass a drug test before beginning work or receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration.
- **Reasonable suspicion:** Employees are subject to alcohol and/or drug testing based on observations by a supervisor of apparent workplace use, possession or impairment. Human Resources must be consulted before sending an employee for reasonable suspicion testing.
- **Post-accident: Employees** are subject to alcohol and/or drug testing when they are involved in any accident that damages a company vehicle, machinery, equipment or property and/or results in an injury to themselves, another employee or any third party.
- **Random:** Employees are subject to random alcohol and /or drug testing in compliance with DOT requirements and/or with the requirements of the position.

Refusal to submit to any of the above referenced alcohol and drug tests may result in discharge.

Workplace Violence

The Company prohibits and will not tolerate any form of workplace violence by an employee, supervisor or third party.

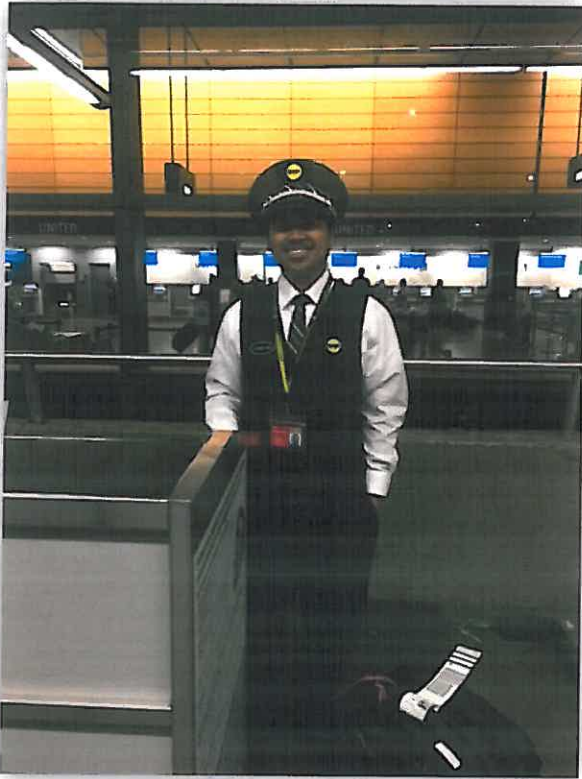
For purposes of this policy, workplace violence includes:

- Making threatening remarks (written or verbal).
- Aggressive or hostile acts such as shouting, using profanity, throwing objects at another person, fighting or intentionally damaging a co-worker's property.
- Bullying, intimidating or harassing another person (for example, making obscene phone calls or using threatening body language or gestures such as standing close to someone or shaking your fist at them).
- Behavior that causes another person emotional distress or creates a reasonable fear of injury, such as stalking.
- Assault.

This list is illustrative only and not exhaustive.

Section 7: Uniforms

1. Customer Service Check-in Agents



Presenting a consistent and polished look communicates to our customers and clients we are committed to delivering the Greatest Customer Service Ever.

Uniforms and clothing should be neat and clean at all times. Uniforms should 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.

Employees are required to wear appropriate undergarments at all times. Patterned or colored undergarments that are visible when worn under light-colored uniforms or business attire are not permitted. Undergarments should not be visible at any time.

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.

Uniform samples are tried on when badge applications are completed. The General Manager will order and issue uniforms, which are machine washable. The General Manager will monitor employee presentation along with the two supervisors on each shift. 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 and can be spread over four pay periods.

Company Provided:

- Clip on Bags custom tie (men) or Bags scarf (women)
- Black polyester vest
- Lightweight Bags Jacket
- Skycap Custom hat
- Name tag & Bags Lanyard

Employee Provided

- Plain white, button down dress shirt (short or long sleeved)
- Black 100% polyester flat front dress pants
- Plain Black, slip-resistant shoes

Optional items for purchase through payroll deduction

- Black Heavyweight Jacket
- Black fleece ear warmer
- Black tactical microfleece gloves
- White long sleeve compression tee (for layering or tattoo coverage)

2. Drivers, Baggage Handlers



Company Provided:

- 2 Black & grey Motorsport button down shirts
- Name Tag & Bags Lanyard
- Safety Vest

Employee Provided

- Black 100% polyester flat front dress pants
- Black belt (if pants have belt loops)
- Plain Black, slip-resistant shoes

Optional items for purchase through payroll deduction

- Lightweight Bags Jacket
- Black Heavyweight Jacket
- Black fleece ear warmer
- Fleece stretch Bags beanie
- Black tactical microfleece gloves
- Black long sleeve compression tee (for layering or tattoo coverage)



Tab 5-Operations Plan

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Tab 5 - Operations Plan

Section 1 Baggage Handling and Risk Control

Baggage Handling

1. Checking in Guests

- i. Guests of participating air carriers (TBD), will be checked in using the Authorities common use system.
 - a) Bags Inc. currently has remote check-in agreements with all participating air carriers that includes baggage handling and security training procedures vetted and approved by TSA and air carriers for multiple locations across the country.

2. Baggage Acceptance

- i. Checked baggage will be accepted on the locally agreed time between 90 minutes and 4 hours prior to original flight time.
- ii. Guests' government issued IDs will be verified by agents for baggage being checked in, and any and all security/regulatory questions will be asked and answered at this time.
- iii. Departure time is verified, baggage weighed and any and all applicable baggage fees collected using the common use system following the Air Carriers designated exemption procedures.
- iv. Once guest has been verified, checked in and their checked baggage accepted, a 21'inch bag tag will be placed on checked baggage.
- v. Two (2) small stickers off the bag tag will be removed and placed on separate areas of the checked bag. Checked baggage will be placed on to the bag belt from Bag Check in area and sent to the secure baggage make up area.
- vi. Allowable oversized bags will be transported on luggage cart via elevator to baggage make up area.

3. Handling and Securing Accepted Checked Baggage at CONRAC

- i. All Checked Baggage will be placed on the baggage belt at the CONRAC center that leads to the baggage make up area.
- ii. Once in the secure baggage make up area, baggage will be removed from the belt and sorted by air carrier and flight departure time.
- iii. Bag tags will be scanned for tracking and risk control purposes.
 - a) All bag tags are scanned into RAC Track (Bags Inc. proprietary tracking system) to create an electronic inventory and time stamp of checked baggage.

- iv. Bags will be monitored and secured using a cage or a room until ready to be loaded into vehicle.
 - a) Bags will be monitored at all times or kept in secured area if vehicle is unavailable for immediate loading.
 - b) Bags will be sorted by air carrier and "Hot time" (earliest departure time) per air carrier recorded to ensure all bags meet the 40-min induction deadline.
 - c) Bags will be transported to loading dock via cart using elevator.
- 4. Transporting Baggage and Delivering to Induction Points (no later than 40 minutes before flight departure time)
 - i. Four (4) constantly rotating vehicles and two (2) contingency vehicles, each with two (2) secure compartments that hold up to 40 bags each, will be available to deliver baggage to designated airport induction points prior to 40 minute cut off time.
 - a) Four (4) vehicles will loop as needed from CONRAC to induction points (estimated round trip-15 minutes or 3 runs per hour per vehicle).
 - b) Provides capacity for a minimum of twelve (12) runs per hour.
 - c) Two (2) contingency vehicles for swing runs and preventative maintenance.
 - d) Timing of delivery runs will be modified as needed.
 - ii. At loading time, each group of bags will be loaded by air carrier, sealed and padlocked into a designated vehicle compartment.
 - a) Each vehicle compartment will securely hold baggage for one (1) air carrier.
 - b) A seal will be applied by the designated CONRAC Ground Security Coordinator (GSC) to the outside of each loaded compartment and scanned into RAC Track.
 - c) For risk control, in addition to the seal, the compartments will be padlocked.
 - d) If more than two (2) air carriers have baggage to be delivered, the two (2) with the earliest flight times will be loaded, sealed and delivered. The remaining bags will be secured and delivered on the next vehicle. Contingency vehicles will be used when required to meet cut off time.

- iv. Once the driver reaches the curbside induction point, Driver will immediately disembark from the vehicle to provide extra assistance with offloading and security for checked baggage. The driver will always remain with the vehicle.
- v. The designated curbside GSC/Baggage Handler will unlock padlock.
 - a) The designated curbside GSC/Baggage Handler will check to make sure seal has not been tampered with.
 - b) Upon confirmation, seal will be scanned using RAC Track. The GSC will then cut the seal. RAC Track will prompt the GSC with the number of bags that were originally scanned at the CONRAC facility. Once the GSC verifies the count they will tap confirm and complete the job.
 - c) If there is a discrepancy, RAC Track will prompt GSC to re-scan all baggage individually to ensure all baggage is accounted for.
 - d) The designated curbside GSC/Baggage Handler and driver will securely offload baggage to luggage cart.
 - e) Once the baggage is on the cart, designated curbside GSC/Baggage Handler will close the door and immediately place padlock through latch and close lock and proceed to the induction point.
 - f) The Designated curbside GSC/Baggage handler follows induction point protocol.

Risk Control

1. Bags Inc. is able to provide systematic and proven operational procedures developed over fourteen (14) years of remote airline services, checking in an estimated twenty (20) million bags off airport property from locations around the country.
2. RAC Track, a Bags Inc. proprietary baggage handling application allows for real time inventory/tracking information, increased security protocols and usable historic data.
3. Back up baggage handling procedures using “bingo” sheets and driver logs, systems were used before the creation of RAC Track.
4. As a result of our experience, we are structured for and understand how to be prepared for and adapt to emergency situations, while ensuring all remote check in security protocols are followed.
 - i. All employees are put through air carrier regulatory and compliance training to include GSC training.
 - ii. Frequent security audits performed by TSA, Air Carrier and Bags Inc.
 - iii. Baggage is loaded, sealed and padlocked.
 - iv. Padlocks are re-keyed or combination changed when an employee leaves employment. A change log is maintained by the General Manager.
 - v. To ensure badges held by current employees only, upon hire (spread out over several pay periods), a \$100 badge deposit is required from employees that is refunded when badge is returned upon separation.
5. Daily inspection logs used by each driver and scheduled routine maintenance procedures are in place to minimize risk of mechanical issues.

Section 2 Vehicles and Equipment

1. Vehicles

- i. Six (6) modified Nissan NV1500 vans will be used for transportation of baggage from CONRAC to the curbside induction points.

Nissan NV1500



- ii. Each vehicle is modified to be compartmentalized with a bulk head, so there is no access from the driver cab to the cargo portion of the vehicle, as well as a divider in middle of vehicle so there are two sealable compartments, one accessed by the rear vehicle doors and the other accessed by the side door.

Bulk Head and Secure Compartments



- iii. Each vehicle will have a puck-style locking mechanism for padlock on the outside of the side and rear doors. This is also where the seals will be attached.

Puck-Style Locking Mechanism



- iv. All vehicles will have required airport premises permits and tags displayed.
- v. All vehicles will have Bags Inc. logo clearly displayed on them.

2. Equipment

- i. Client provided Common Use System technology to include bag tag, boarding pass and receipt printers
- ii. RAC Track, a proprietary application used with a scanner designed to create a chain of custody record for checked bags utilizing numbered seals and bag tag bar codes which create bag count reports
- iii. *Dayforce-Passport* service for employee time management, updated quarterly as enhancements are added.
- iv. Cell Phone/Radios will be used for communication between supervisors as well as air carrier and airport partners at both CONRAC Center and Curbside induction points. Also, used for RAC Track and time clock.
- v. Cabin mounted fire extinguishers, emergency kits for vehicles, PPEs including gloves and vests
- vi. Six (6) luggage carts, cable and locks to secure at end of day
- vii. Employee break room furniture and appliances

Section 3 Contingency Plans

I.T. Issues

1. Computer connectivity down

- i. Supervisor will contact designated IT personnel at Aviation Authority to notify of problem and schedule technician for fix.
 - a) Air carriers will be notified when an issue halts service of checking in passenger and bags.
 - b) Agents will politely notify guests that there is a technical issue and that they may have to check in at their respective air carriers ticket counter at the terminal.

2. RAC Track down

- i. Supervisor will contact Bags IT personnel to notify of problem and schedule technician for fix.
- ii. Bag tag stickers will be used for inventory control until RAC Track is back up and running.
 - a) Baggage is still sorted by air carrier and flight time when received in secure baggage make up area.
 - b) One (1) bingo sticker will be placed on an air carrier specific "Bingo Sheet" in place of RAC Track scan.
 - c) Bingo sheet s(one per air carrier/compartments) are used at time of loading in place of RAC Track screen information.
 - d) Driver must verify that the baggage loaded into compartment matches bingo sheet for air carrier/compartments.
 - e) GSC records and driver confirms seal number on each bingo sheet before departing from CONRAC.
 - f) GSC calls seal number into curbside GSC/Baggage Handler. GSC then records seal number on seal log.
 - g) Driver also records seal number on Driver Log.
 - h) Upon arrival at terminal the driver and designated curbside GSC/Baggage handler will complete the normal verification process using bingo sheet and driver seal logs.
 - a. Bingo sheet will indicate to the GSC the number of bags associated with the seal number.
 - b. The driver and designated curbside GSC/baggage handler confirms the number of bags associated with seal and signs off on bingo sheet.

- c. The designated curbside GSC/Baggage handler and driver will securely offload baggage to luggage cart.
- d. Once the baggage is on the cart, designated curbside GSC/baggage handler will close the door and immediately place padlock through latch and close lock and proceed to the induction point.
- e. Designated curbside GSC/baggage handler follows induction point protocol.

1. Tampered Seal

- a. If the seal has been tampered with, local TSA and a direct air carrier GSC for the affected carrier will be notified.
- b. The designated curbside GSC/Baggage handler must be present to ensure that all of the baggage secured by the tampered seal are accounted for and proceed with additional screening.

2. Primary induction belt down

- i. Supervisor at the curbside will contact CONRAC Supervisor to alert which air carrier(s) is/are affected.
- ii. Curbside Supervisor will notify Bags General Manager.
- iii. Bags General Manager will notify by email all impacted partners to include the Authority.
- iv. Secondary curbside belt induction points will be utilized.
- v. If secondary curbside induction points are down, we will deliver and induct baggage to air carrier's ticket counter belts.
- vi. If ticket counter belts are also down, supervisor will contact the Aviation Authority as well as air carrier leadership for contingencies to use for getting bags screened.

3. Curbside high volume traffic

- i. If drivers are unable to get to designated drop off point for induction a secondary location will be used in the short term. This could be on either end of either North or Southside curbs. This information will be communicated to the air carriers as well as CONRAC Supervisors and drivers.

CONRAC Belt System Issues

1. Belt system at CONRAC area is inoperable
 - i. Supervisor will contact CONRAC/Aviation Authority to notify of issue and wait for technician to fix.
 - ii. Bags will still be accepted and transferred via elevator to baggage make up area using luggage carts until repaired.

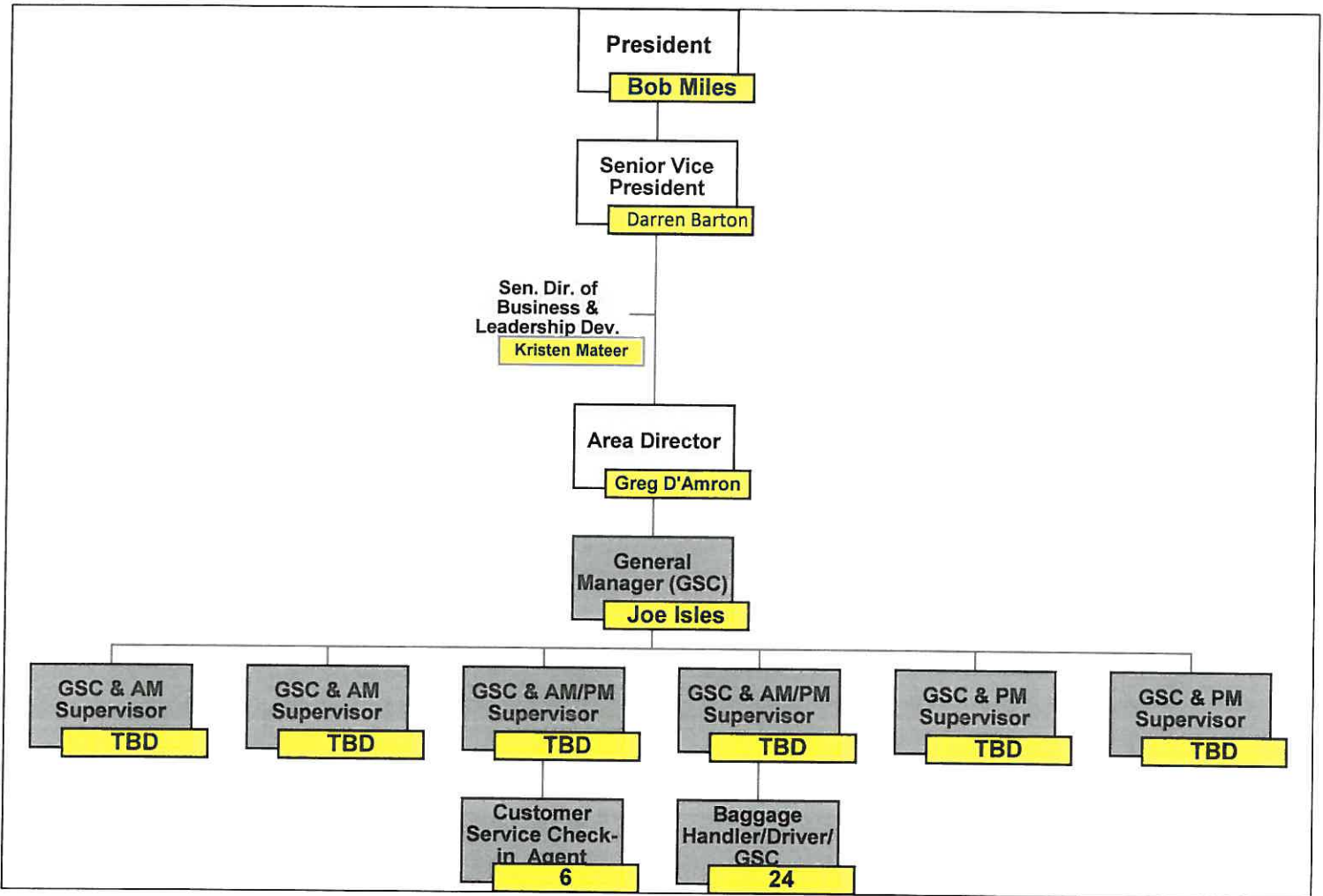
Vehicle Breakdown/Malfunctions

1. In the event a vehicle is not safe to operate
 - i. Driver notifies both Supervisor/GSCs as well as CONRAC and curbside GSC/baggage handlers of issue.
 - ii. Driver uses contingency vehicle if still at CONRAC or secondary driver (Supervisor/GSC if baggage will need to be transferred) uses contingency vehicle to assist.
 - iii. If baggage is in the disabled vehicle:
 - a) Driver Radios to CONRAC supervisor for Supervisor/GSC to pick up immediately; and
 - b) GSC will transfer baggage to new vehicle following risk control procedures.
 - a. GSC scans seal on inoperable vehicle, confirms baggage count matches and marks as complete in RAC Track;
 - b. GSC re-scans all baggage into RAC Track as it is loaded into new vehicle/compartment;
 - c. GSC scans new seal to continue inventory and padlocks compartment for risk control; and
 - d. GSC repeats process if second compartment is in use.
 - i. Will use remaining vehicles until repair is fixed or replacement can be obtained.
 - ii. Supervisor will assess the situation and plans for necessary repair or maintenance and notifies Bags General Manager.
 - iii. The General Manager will notify Station/Air carrier Leadership.
 - iv. General Manager or Supervisor will contact roadside assistance if needed.
 - v. If vehicle needs to be pulled out of operation and all contingency vehicles are in use, Bags will look into a rental vehicle during repair time. Aviation Authority/CONRAC will be notified if this is the case.

Delays or Significant and Unforeseen Reduction in Staff

1. General Manager and Supervisors have the ability to check remotely if employee is clocked in via mobile application.
 - i. General Manager and Supervisors complete daily checks by shift.
2. If an employee calls in sick, General Manager will call employees who are off duty to assist in covering shift.
 - i. Manager will first contact employees not scheduled to work.
 - ii. Manager will then contact employees working the opposite shift to see if they can come in early/stay later.
 - iii. Majority of employees will be cross trained to work both Customer Service Check- in Agent and Driver positions in order to increase coverage flexibility.
 - iv. Bags Inc. TPA United Skycaps will also be cross trained for remote baggage services.
 - v. General Manager or Supervisors will cover shift if unable to find employee to work and/or will cover shift until agent arrives to shift.
 - vi. If General Manager is already covering a shift and extra help is needed.
 - a) Notify Aviation Authority and air carrier leadership of delayed opening or long lines.
3. If a sustained outage, Skycap and Remote Baggage Service employees from MCO and FLL will be brought in for temporary relief until local replacements are found.

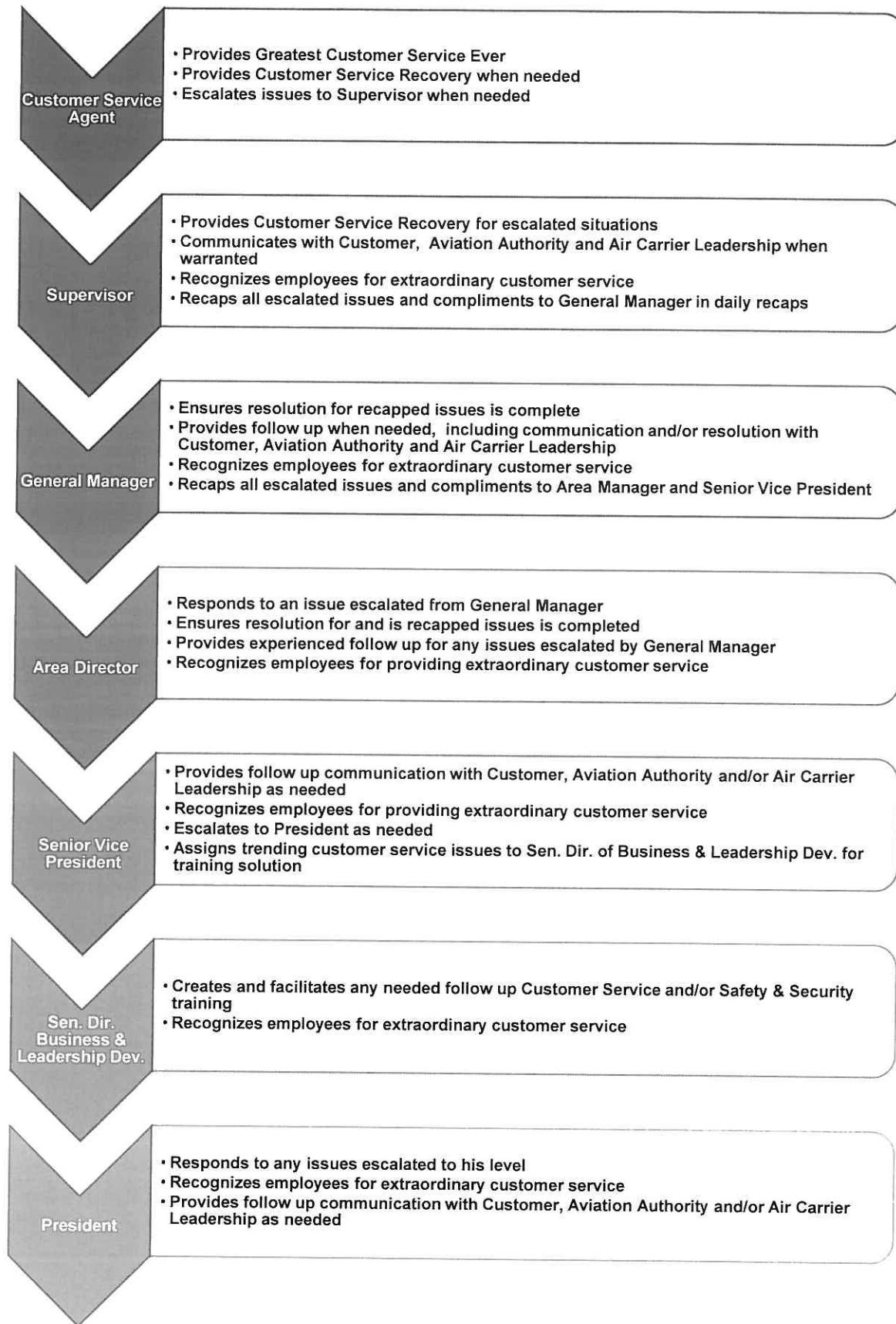
Section 4: Organizational Chart



- | | |
|---|--------------------------------------|
| 1. President: Bob Miles | Headquartered in Orlando, FL |
| 2. Senior Vice President: Darren Barton | Headquartered in Orlando, FL |
| 3. Sen. Dir. of Business & Leadership Dev. Kristen Mateer | Headquartered in Orlando, FL |
| 4. Area Director: Greg D'Amron | Headquartered in Fort Lauderdale, FL |
| 5. TPA General Manager: Joe Isles | Headquartered in Tampa, FL |
| 6. AM/PM Supervisors | Headquartered in Tampa, FL |
| 7. Customer Service Check-in Agents | Headquartered in Tampa, FL |
| 8. Baggage Handlers/Drivers | Headquartered in Tampa, FL |
| 9. Baggage Handlers | Headquartered in Tampa, FL |

Section 5 Customer Services Plan

1. The foundation of our Customer Services Plan is our Four (4) Quality Standards:
 - a. Safety & Security
 - b. First Class Customer Service
 - c. Presentation
 - d. Operational Efficiency
2. Our Quality Standards guide our interview process and employee selection.
3. We provide the tools needed for extraordinary customer service. Our new hire orientation, Bags First Class, provides researched based customer service strategies which are presented within an instructional design that presents customer service concepts in an easy to grasp format. Concepts include:
 - a. Internal & external customer service
 - b. Communication skills
 - c. Specific strategies for
 - i. Relationship Focused Service
 - ii. Raising basic customer service to First Class Service
 - iii. Customer service recovery
 - iv. Maintaining a positive personal and work area presentation
 - v. Personal evaluation of customer service skills
4. We utilize frequent audits and secret shoppers to ensure our quality standards are maintained.
5. We recognize employees who provide the "Greatest Customer Service Ever!" with our First-Class Ticket Program and service pin.
6. We provide follow-up customer service training which includes advanced customer service recovery techniques.
7. Our customer service solutions hierarchy ensures there is follow up to all complaints and compliments (see chart on the following page).
8. Satisfied clients include: Walt Disney World Resorts; Greater Orlando Aviation Authority; Denver Int. Airport; Phoenix Sky Harbor Airport; American Airlines; United Airlines; and Skycaps with 25+ years' experience on the curb.



Section 6: Project Timeline

