

**Amendment No. 01  
to the Agreement between  
Jacksonville Aviation Authority  
and  
TELOS IDENTITY MANAGEMENT SOLUTIONS, LLC  
for  
DESIGNATED AVIATION CHANNELING SERVICE PROVIDER**

**This Amendment No. 01** is made and entered into in duplicate this 3<sup>rd</sup> day of **June 2020**, by and between the Jacksonville Aviation Authority (the “Authority”) and Telos Identity Management Solutions, LLC (“Contractor”), regarding the Agreement by and between the Parties dated June 6, 2019, for RFP No. 19-08-46104 (“Agreement”).

*RECITALS*

**WHEREAS**, on or about June 6, 2020, the Authority entered into an Agreement for Services with the Contractor; and

**WHEREAS**, the Agreement contains a provision that, at the sole discretion of the Authority, permits the Parties to renew the Agreement at the prices, rates, fees, percentages, or discounts contained in the Agreement;

**WHEREAS**, based on the mutual needs of the Parties, the Authority and Contractor agree to a 24-month extension of the Agreement at the Compensation as stated in the Agreement for this renewal periods.

**NOW THEREFORE**, THE PARTIES, BASED UPON MUTUAL CONSIDERATION, THE SUFFICIENCY OF WHICH IS ACKNOWLEDGED, AGREE AS FOLLOWS:

1. **INCORPORATION OF RECITALS.** The Parties find that the statements set forth in the above recitals are true and correct and hereby incorporate the same as part of this amendment.

2. **AGREEMENT RENEWAL.** The Parties agree to exercise two of the four renewals permitted under the Agreement, which renewal will result in the continuation of the Agreement for an additional 24 months, from July 1, 2020 to June 30, 2022.

3. **NON-DISCRIMINATION.** In an effort to generally comply with non-discriminatory laws, statutes and authorities, the Parties incorporate the attached **Appendix “A”** and make the same part of this Agreement.

4. **COMPENSATION.** The Parties agree that, in exchange for the proper performance of the services contemplated in the Agreement, Contractor will be compensated pursuant to the previously agreed upon prices, rates, fees, percentages, or discounts for this renewal period, as indicated by **Exhibit A** hereto.

5. OTHER TERMS UNCHANGED. Unless specifically amended as part of this and/or a previous amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Amendment on the year and date first written above.

Attest: JACKSONVILLE AVIATION AUTHORITY

\_\_\_\_\_  
LeNedda Edwards  
Procurement Manager

\_\_\_\_\_  
Mark VanLoh, CEO, or  
His Designee

\_\_\_\_\_  
(Designee's Name and Title, if applicable)

Attest: TELOS IDENTITY MANAGEMENT SOLUTIONS, LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Maureen Cawthorne  
Print Name

\_\_\_\_\_  
Sharon King  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Approved as to form for the  
use of the Jacksonville Aviation Authority.

\_\_\_\_\_  
Devin Reed, Director of Administration

**APPENDIX A**  
**REQUIRED TITLE VI PROVISIONS FOR CONTRACTORS:**

1. **Civil Rights – 49 USC § 47123:** Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Contractor and subtier contractors from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
  
2. **Nondiscrimination:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, the Contractor, for itself, subcontractors, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree not to participate directly or indirectly in discriminatory activity or any kind and that no person on the ground of race, color, or national origin, will be subjected to discrimination in the execution of this Agreement, including employment practices (see Appendix B of 49 CFR Part 21). With respect to the Agreement, in the event of breach of the above nondiscrimination covenant, the Authority will have the right to terminate the Agreement and to pursue should remedies against Contractor as may be permitted by applicable law.
  
3. **Title VI and Related Law Compliance:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, Contractor, for itself, subcontractors, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended from time to time, 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 non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 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, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

**5. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation, made by Contractor for work required under this Agreement, to be performed under a subcontract, which also includes procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of the contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, creed, color, national origin, sex, age, or disability. Contractor will incorporate this Agreement (the Prime Contract) into its subcontract agreements, such that its subcontractors are obligated to Contractor to the same extent Contractor is obligated to JAA under the Prime Contract. However, nothing contained in the Prime Contract creates any contractual relationship between Subcontractor and JAA. Contractor's subcontract agreements shall require its subcontractors to generally agree to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended, as well as those non-discrimination statutes and authorities listed in Paragraph 3, above. For purposes of compliance with this section, Contractor shall furnish documented proof that each of its subcontract or sub-consultant agreements contain provisions that require compliance with the above.

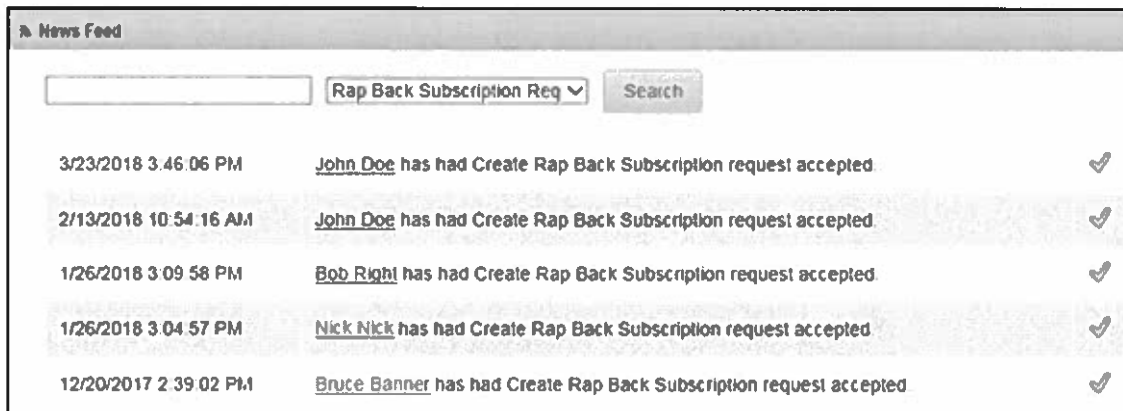
**6. Occupational Safety and Health Act of 1970 – 20 CFR Part 1910:** All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is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

7. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by JAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to JAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
8. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, JAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i) Withholding payments to the Contractor under the contract until the Contractor complies; and/or (ii) Cancelling, terminating, or suspending a contract, in whole or in part.
9. **Incorporation of Provisions:** The Contractor will: (i) include the above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto; and (ii) take action with respect to any subcontract or procurement as JAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request JAA to enter into any litigation to protect the interests of JAA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
10. **Veteran's Preference:** In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

***(The remainder of this page has been intentionally left blank)***

**EXHIBIT A**

**FIGURE 11. TELOS ID DAC NEWS FEED—CREATE RAP BACK SUBSCRIPTION REQUEST-ACCEPTED**



7. *Submit a concise narrative on how the records and results are matched to ensure no information is lost or unaccounted for once the record has been added to the Respondents database, including the collection and transmission system employed to ensure secure operations.*

Ensuring Data Security. Please see our response to question number B.4.

Ensuring Secure Operations. Please see our response to question number B.4 and C.1 above.

**D. Proposed Fees**

*The Cost Proposal shall include a clear breakdown of all costs associated with the resulting contract.*

*The Cost Proposal shall be all inclusive which means that all related expenses, including labor, travel, mileage, deliverables, tools, materials, equipment, supplies, etc. shall be factored into the unit prices below.*

*Travel, including airfare, hotel, meals, and any other related accommodations are the Contractors responsibility and will not be reimbursed or paid for by JAA.*

*Respondent should submit fees for the services listed below.*

*Points will be awarded based on unit price totals for Initial Term Year 1 thru Year 5 with each section valued at 8.00 for a maximum 40 points possible.*

**Initial Term - Year 1 (May 1, 2019 – April 30, 2020):**

Description	Unit	Unit Price
CHRC	EACH	\$12.25
STA – initial	EACH	\$0.75
STA – update	EACH	\$0.00
TSA FBI – Rap Back subscription	EACH	\$0.75

Description	Unit	Unit Price
Additional maintenance fee (if any)	EACH	\$0.00
Startup interface connection fee	N/A	\$0.00

Renewal Year No. 2 (May 1, 2020 – April 30, 2021):

Description	Unit	Unit Price
CHRC	EACH	\$12.25
STA – initial	EACH	\$0.75
STA – update	EACH	\$0.00
TSA FBI – Rap Back subscription	EACH	\$0.75

Description	Unit	Unit Price
Additional maintenance fee (if any)	EACH	\$0.00

Renewal Year No. 3 (May 1, 2021 – April 30, 2022):

Description	Unit	Unit Price
CHRC	EACH	\$12.25
STA – initial	EACH	\$0.70
STA – update	EACH	\$0.00
TSA FBI – Rap Back subscription	EACH	\$0.70

Description	Unit	Unit Price
Additional maintenance fee (if any)	EACH	\$0.00

Renewal Year No. 4 (May 1, 2022 – April 30, 2023):

Description	Unit	Unit Price
CHRC	EACH	\$12.25
STA – initial	EACH	\$0.60
STA – update	EACH	\$0.00
TSA FBI – Rap Back subscription	EACH	\$0.60

Description	Unit	Unit Price
Additional maintenance fee (if any)	EACH	\$0.00

Renewal Year No. 5 (May 1, 2023 – April 30, 2024):

Description	Unit	Unit Price
CHRC	EACH	\$12.25
STA – initial	EACH	\$0.60
STA – update	EACH	\$0.00
TSA FBI – Rap Back subscription	EACH	\$0.60



Description	Unit	Unit Price
Additional maintenance fee (if any)	EACH	\$0.00

**RESPONDENT SHALL SPECIFY ALL ADDITIONAL FEES ASSOCIATED WITH THIS PROJECT AND SUBMIT PRICING ACCORDINGLY.**

*Telos ID Pricing notes provided below.*

**SCHEDULE OF COMPENSATION – CHRC/Rap Back/STA:**

Criminal History Records Check (CHRC) New Badge AND/OR Update pricing includes the FBI CHRI fee (\$11.25 Effective January 1, 2019). Any increase in the FBI CHRI fee will result in Telos ID increase (equivalent to the FBI fee increase) in CHRC pricing for JAA. Any CHRC fee increase (as a result of the CHRI FBI fee increase) will be timed to coincide with the stated FBI fee increase effective date.

Pricing for the Security Threat Assessment-Update. Telos ID does not charge for update/recurrent STA processing. Subsequent, ongoing STA updates after initial priced STA are included in the offered pricing.

The CHRC fee for each year term includes any and all costs, including, but not limited to, the costs of services, labor, management, supervision, applicable taxes, insurance, overhead profit, permits, licenses, and incidentals required to perform the services, as identified in our technical proposal response.

The Rap Back subscription fee is per-enrollment and/or enrolled person per year, and includes any and all costs, including, but not limited to, the costs of the services, labor, management, supervision, applicable taxes, insurance overhead profit, permits, licenses, and incidentals required to perform the services, as identified in our technical proposal response. The Rap Back subscription fee is exclusive of the CHRC fees and the STA fee. Any increase in the FBI Rap Back fee (\$0.00 Effective January 1, 2019) will result in Telos ID increase (equivalent to the FBI Rap Back Fee increase) in pricing for JAA. Any FBI Rap Back fee increase (as a result of the FBI Rap Back fee increase) will be timed to coincide with the stated FBI Rap Back fee increase effective date.

***The Telos ID DAC solution pricing includes the following services:***

- ▶ Automated fingerprint web capture via Green Bit DactyScan 84C live scan device
- ▶ I-9 document upload and submission via bi-directional data exchange (integration) with Intellisoft AirportICE via Telos ID DAC web services
- ▶ Bi-directional data exchange (integration) with Intellisoft AirportICE for DAC services via Telos ID DAC web services
- ▶ Bi-directional data exchange (integration) for Rap Back subscriptions with Intellisoft AirportICE via Telos ID DAC web services
- ▶ Bi-directional data exchange (integration) with Telos ID Green Bit DactyScan 84C LiveScan Device; see body of proposal
- ▶ Recurrent DAC services and Rap Back training, via webinar
- ▶ New DAC service offerings – training via webinar
- ▶ Customize training and user guides, inclusive of test case scenarios

- › Access to Telos ID DAC test environment for JAA staff training
- › Dedicated account management
- › 24x7x365 customer care and support, (inclusive of JAA 6am to 6pm EST requirement), Monday - Friday
- › Data reconciliation with TSA database
- › Real-time operations and billing reports
- › No pre-funded account required for billing; monthly invoicing
- › Automated monthly spreadsheet, as required in SD 1542-04-08 Series
- › Standard and analytical operational and billing reports
- › Aviation security operations, policy, and regulatory assistance

**SCHEDULE OF BID PRICES – OTHER COSTS:**

1. Telos ID costs for recurrent DAC services training will be at no cost to JAA. Telos ID recurrent DAC training will be via webinar, upon JAA request.
2. Telos ID costs for recurrent Rap Back training will be at no cost to JAA. Recurrent Rap Back training will occur via webinar. Recurrent Rap Back training available upon JAA request.
3. All other software, hardware, maintenance, licensing fees, and other recurring costs, which will be incurred by Telos ID in the implementation and operation of the Telos ID DAC and integration efforts, involved with Intellisoft AirportICE will be provided to JAA at no cost. Telos ID will bear these costs as part of our contractual startup and integration efforts. Telos ID is not responsible for any costs incurred by JAA and/or Intellisoft for integration efforts inclusive of: DAC services, I-9 document upload and transfer, automated fingerprint web capture, Rap Back, and Secure Flight vetting, which are outside intended scope of this solicitation.
4. When Telos ID implements Secure Flight vetting for use by Telos ID DAC Airports, Telos ID will provide initial month of Secure Flight vetting at no cost to JAA. Subsequent pricing will be per month fee established by market demand.
5. The fees charged and detailed in the CHRC/STA/Rap Back pricing tables, above, cover the Telos ID costs associated with the DAC services, labor, management, supervision, applicable taxes, insurance, overhead, profit, permits, licenses, and incidentals required to perform the specified services, as set forth in our technical proposal response.
6. Telos ID will provide standard DAC reports. Telos ID will evaluate additional reports, requested by JAA, at no charge for future inclusion into the standard reports available to all Telos ID DAC airports. These reports will be specific to information that the Telos ID DAC is approved and authorized to disseminate to JAA under its authority from TSA.
7. Telos ID assumes no travel will be required for Telos ID to provide JAA, on an ongoing basis, with training, technical and/or integration support.
8. As requested by JAA, Telos ID will provide aviation security and policy technical/SME support.

9. Telos ID has not identified any other additional costs in its performance of this contract that would be charged to JAA.

**E. Conflict of Interest Certificate**


The Conflict of Interest Certificate is included in proposal Attachment 3.

**F. Include SBE/DBE Forms, if applicable**

Telos ID is neither a small business enterprise (SBE) nor a disadvantaged business enterprise (DBE), and we do not subcontract DAC services. **Note:** Per Addendum 01 of the subject solicitation, issued by JAA on March 20, 2019, the Local Preference Program is not applicable.

**G. Addendum Acknowledgement, if applicable**

Acknowledgment of the following Addenda is hereby made:

Addenda No. 01 Date: March 20, 2019 Respondent's Initial: 

Addenda No.        Date:        Respondent's Initial:       


Addenda No.        Date:        Respondent's Initial:       

**H. Drug-Free Workplace Program Certification:**


a.  Yes, we have a Drug-Free Workplace Program

b.  No, we do not have a Drug-Free Workplace Program

**I. Acknowledgement of Warranty Acceptance is hereby made:**

Respondent's Initial: 

**J. Acknowledgement Respondent will accept a Purchase Order and invoice JAA:**

Respondent's Initial: 


**K. Acknowledgement of ACH Payment acceptance is hereby made:**

Respondent's Initial: 

**L. Acknowledgement of Indemnification and Insurance requirements is hereby made:**

Respondent's Initial: 

**M. Acknowledgement and Acceptance of the JAA Contract is hereby made:**

Respondent's Initial: 

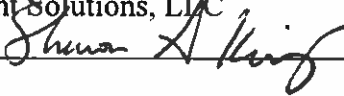
In the event JAA's Contract is not acceptable, Respondent must submit a written request to have any and all contract provisions or requirements herein addressed pursuant to section 1.06 above.

**N. Proposer Certification and Signature:**

By submitting this Proposal, the Respondent certifies that the Respondent has read and reviewed all of the documents pertaining to this solicitation, that the person signing below is an authorized representative of the Company, that the Respondent is legally authorized to do business in the

State of Florida, and that the Respondent maintains in active status all appropriate license required for the work.

**FAILURE TO SIGN YOUR PROPOSAL WILL CONSTITUTE A MATERIAL IRREGULARITY AND WILL RESULT IN REJECTION OF THE PROPOSAL.**

Respondent Name: Telos Identity Management Solutions, LLC  
Authorized Agent's Signature:  Date: 4/9/2019  
Printed Name: Sharon King  
Email: Sharon.King@telos.com  
Title: Senior Contracts Administrator  
Respondent is a:  Corporation  Partnership  Individual  
Federal Identification Number: 208829067  
Remittance Address: 19886 Ashburn Road, Ashburn VA 20147  
Telephone Number: 703-724-3800  
Fax Number: 703-724-3842