

2023-09-27 NB ITEM H



GREATER ORLANDO AVIATION AUTHORITY

23-364-IFB
Landscape Maintenance Services for Parking Lots

Brightview Landscape Services Inc.

103 W 7th Street
Orlando, FL 32824

Contact: Luke Vergara

Contract Term: 1 November 2023 thru 31 October 2028

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CONTRACT

This Agreement/Contract is made and entered into effective as of Oct 31, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called the Aviation Authority, and **BRIGHTVIEW LANDSCAPE SERVICES INC.**, hereinafter called Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to provide all labor, supervision, parts and components, tools, equipment, and consumables and all other items necessary or proper for, or incidental to, performing **Purchasing Contract 23-364-IFB Landscape Maintenance and Irrigation Services for Parking Lots** at the Orlando International Airport, in accordance with the Contract Documents which consist of the Contract, Bid Price Table Page(s), the General Information, the Special Conditions, the Specifications, the Terms and Conditions, the Federal Provisions, any Addenda issued prior to the execution of the Contract, and the Contractor's Response to Invitation for Bids, each of which are incorporated herein by this reference.

If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of the Contract Documents, then the Aviation Authority may avail itself of any or all remedies provided in the Contract Documents, or which are otherwise available by applicable law or in equity, and shall have the right and power to proceed in accordance with the provisions thereof.

An extension of time for performance shall be the Contractor's sole and exclusive remedy for any delay of any kind or nature caused by Aviation Authority, and in no event shall Contractor be entitled to recover from Aviation Authority any indirect, incidental, special or consequential damages in any proceeding arising out of or relating to this Contract or the breach thereof.

It is also agreed and understood that the acceptance of the last payment pursuant to the Terms and Conditions for work performed hereunder by the Contractor shall be considered as a release in full of all claims against Aviation Authority and its members, officers, agents and employees arising out of, or by reason of, the Contract obligations or work.

In consideration of the Contractor's obligations set forth in the Contract Documents, Aviation Authority agrees to pay to the Contractor upon satisfactory completion of such obligations, and subject to the Contract provisions, the compensation as set forth in **Bid Price Tables (1 through 5)** subject to such additions and deductions as may be provided in the Contract Documents and any duly approved and executed amendments thereto.

IN WITNESS WHEREOF, the said **GREATER ORLANDO AVIATION AUTHORITY** has caused this Contract to be executed in its name by its Chief Executive Officer or Authorized Delegate, and the said Contractor as of the date first written above, as accepted by:

GREATER ORLANDO AVIATION AUTHORITY

By:  _____

Title: Chief Executive Officer

Date: Oct 31, 2023

"CONTRACTOR"

BRIGHTVIEW LANDSCAPE SERVICES INC.

By:  _____

Title: Senior Vice President

Date: Oct 26, 2023

APPROVED AS TO FORM AND LEGALITY

For the use and reliance of the Greater Orlando Aviation Authority, only.

Name of Law Firm: Nelson Mullins Riley & Scarborough LLP

By:  _____

Date: Oct 26, 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/24/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED BrightView Landscapes, LLC Location #34520 103 West 7th Street Orlando FL 32824 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B: American Guarantee & Liability Ins Co		26247
	INSURER C: Allied World Surplus Lines Insurance Co		24319
	INSURER D: Great American Insurance Co.		16691
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570102401121 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		XSLG47325857 SIR applies per policy terms & conditions	10/01/2023	10/01/2024	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		ISA H10716561	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			AUC508596819 SIR applies per policy terms & conditions	10/01/2023	10/01/2024	EACH OCCURRENCE	\$3,000,000
							AGGREGATE	\$3,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WLC5068541A WC - AOS SCFC50685482 WC - WI	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A		N/A			10/01/2023	10/01/2024	E.L. EACH ACCIDENT	\$2,000,000
							E.L. DISEASE-EA EMPLOYEE	\$2,000,000
							E.L. DISEASE-POLICY LIMIT	\$2,000,000
D	Contractors Pollution Liabil			CSEE60320401 SIR applies per policy terms & conditions	10/01/2023	10/01/2026	Each Occurrence	\$10,000,000
							Aggregate	\$10,000,000

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

RE: Notice of Award for Purchasing Contract/Agreement 23-364-IFB Landscape Maintenance of Parking Lots. Greater Orlando Aviation Authority is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

Greater Orlando Aviation Authority
5855 Cargo Rd.
Orlando FL 32827 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier : BCI

570102401121

Certificate No :



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured BrightView Landscapes, LLC			Endorsement Number TBD
Policy Symbol ISA	Policy Number H10716561	Policy Period 10/01/2023 TO 10/01/2024	Effective Date of Endorsement 10/01/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

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

- A. For a covered “auto,” Who Is Insured is amended to include as an “insured,” the persons or organizations named in this endorsement. However, these persons or organizations are an “insured” only for “bodily injury” or “property damage” resulting from acts or omissions of:
1. You.
 2. Any of your “employees” or agents.
 3. Any person operating a covered “auto” with permission from you, any of your “employees” or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.



Authorized Representative

Contract Prices Year 1 23-364 Landscape Maint. Parking Lots

Line Item	Description	Quantity	U/M	Unit Price	Extended Price
MOWING					
1	West Park Place	42	Cycle	\$390.72	\$16,410.24
2	North Park Place	42	Cycle	\$328.49	\$13,796.58
3	South Park Place	42	Cycle	\$428.69	\$18,004.98
4	North Employee Parking Lot	42	Cycle	\$291.14	\$12,227.88
5	South Employee Parking Lot	42	Cycle	\$106.96	\$4,492.32
6	South Cell Lot	42	Cycle	\$133.67	\$5,614.14
EDGING & TRIMMING					
7	West Park Place	42	Cycle	\$273.92	\$11,504.64
8	North Park Place	42	Cycle	\$196.62	\$8,258.04
9	South Park Place	42	Cycle	\$290.77	\$12,212.34
10	North Employee Parking Lot	42	Cycle	\$629.43	\$26,436.06
11	South Employee Parking Lot	42	Cycle	\$104.71	\$4,397.82
12	South Cell Lot	42	Cycle	\$159.86	\$6,714.12
WEEDING					
13	West Park Place	42	Cycle	\$174.29	\$7,320.18
14	North Park Place	42	Cycle	\$259.36	\$10,893.12
15	South Park Place	42	Cycle	\$215.91	\$9,068.22
16	North Employee Parking Lot	42	Cycle	\$139.50	\$5,859.00
17	South Employee Parking Lot	42	Cycle	\$20.30	\$852.60
18	South Cell Lot	42	Cycle	\$10.46	\$439.32
PURNING SHRUBS AND GROUNDCOVER					
19	West Park Place	12	Cycle	\$1,456.62	\$17,479.44
20	North Park Place	12	Cycle	\$1,429.83	\$17,157.96
21	South Park Place	12	Cycle	\$1,419.03	\$17,028.36
22	North Employee Parking Lot	12	Cycle	\$1,079.97	\$12,959.64
23	South Employee Parking Lot	1	Cycle	\$6,570.12	\$6,570.12
24	South Cell Lot	12	Cycle	\$.01	\$.12

DISEASE & INSECT CONTROL						
25	West Park Place	12	Cycle	\$71.72	\$860.64	
26	North Park Place	12	Cycle	\$124.33	\$1,491.96	
27	South Park Place	12	Cycle	\$37.92	\$455.04	
28	North Employee Parking Lot	12	Cycle	\$30.36	\$364.32	
29	South Employee Parking Lot	12	Cycle	\$12.63	\$151.56	
30	South Cell Lot	12	Cycle	\$.01	\$.12	
FERTILIZATION						
31	West Park Place	2	Cycle	\$430.35	\$860.70	
32	North Park Place	2	Cycle	\$746.00	\$1,492.00	
33	South Park Place	2	Cycle	\$227.50	\$455.00	
34	North Employee Parking Lot	2	Cycle	\$182.14	\$364.28	
35	South Employee Parking Lot	2	Cycle	\$151.00	\$302.00	
36	South Cell Lot	2	Cycle	\$.01	\$.02	
TRASH & DEBRIS REMOVAL						
37	West Park Place	261	Days	\$4.29	\$1,119.69	
38	North Park Place	261	Days	\$4.29	\$1,119.69	
39	South Park Place	261	Days	\$4.29	\$1,119.69	
40	North Employee Parking Lot	261	Days	\$4.29	\$1,119.69	
41	South Employee Parking Lot	261	Days	\$4.29	\$1,119.69	
42	South Cell Lot	261	Days	\$4.29	\$1,119.69	
43	Additional Trash Pick as Requested by AAR (Saturdays)	261	Days	\$4.29	\$1,119.69	
IRRIGATION MAINTENANCE						
44	West Park Place	12	Cycle	\$421.35	\$5,056.20	
45	North Park Place	12	Cycle	\$758.44	\$9,101.28	
46	South Park Place	12	Cycle	\$252.81	\$3,033.72	
47	North Employee Parking Lot	12	Cycle	\$210.68	\$2,528.16	
48	South Cell Lot	12	Cycle	\$84.27	\$1,011.24	
49	Irrigation Parts Estimated Sum	7500	Dollar	\$3.34	\$25,050.00	

MULCH BAG SIZE 2 CUBIC YARDS					
50	West Park Place	1000	Bags	\$4.12	\$4,120.00
51	North Park Place	1000	Bags	\$4.12	\$4,120.00
52	South Park Place	1000	Bags	\$4.12	\$4,120.00
53	North Employee Parking Lot	1000	Bags	\$4.12	\$4,120.00
54	South Employee Parking Lot	1000	Bags	\$4.12	\$4,120.00
55	South Cell Lot	1000	Bags	\$4.12	\$4,120.00
PLANT & SOD REPLACEMENT					
56	Plant Removal and Replacement as Requested	5000	Dollars	\$10.00	\$50,000.00
57	Annuals Maintain, Removal and Replacement	5000	Dollars	\$2.20	\$11,000.00
58	Bahia unit price per pallet	10	Pallet	\$220.00	\$2,200.00
59	St. Augustine - Unit Price Per Pallet	10	Pallet	\$425.00	\$4,250.00
ADDITIONAL SERVICES					
60	Additional Landscape Maintenance	25	Acres	\$65.00	\$1,625.00
61	Hourly Labor Rate	100	Hour	\$38.00	\$3,800.00
62	Irrigation Repairs & Parts above 8 inches in Diameter	25	Hour	\$350.00	\$8,750.00
Year 1 Grand Total					\$412,458.31

Year 2 23-364 LANDSCAPE MAINT. PARKING LOTS

Line Item	Description	Quantity	U/M	Unit Price	Extended Price
MOWING					
1	West Park Place	42	Cycle	\$390.72	\$16,410.24
2	North Park Place	42	Cycle	\$328.49	\$13,796.58
3	South Park Place	42	Cycle	\$428.69	\$18,004.98
4	North Employee Parking Lot	42	Cycle	\$291.14	\$12,227.88
5	South Employee Parking Lot	42	Cycle	\$106.96	\$4,492.32
6	South Cell Lot	42	Cycle	\$133.67	\$5,614.14
EDGING & TRIMMING					
7	West Park Place	42	Cycle	\$273.92	\$11,504.64
8	North Park Place	42	Cycle	\$196.62	\$8,258.04
9	South Park Place	42	Cycle	\$290.77	\$12,212.34
10	North Employee Parking Lot	42	Cycle	\$629.43	\$26,436.06
11	South Employee Parking Lot	42	Cycle	\$104.71	\$4,397.82
12	South Cell Lot	42	Cycle	\$159.86	\$6,714.12
WEEDING					
13	West Park Place	42	Cycle	\$174.29	\$7,320.18
14	North Park Place	42	Cycle	\$259.36	\$10,893.12
15	South Park Place	42	Cycle	\$215.91	\$9,068.22
16	North Employee Parking Lot	42	Cycle	\$139.50	\$5,859.00
17	South Employee Parking Lot	42	Cycle	\$20.30	\$852.60
18	South Cell Lot	42	Cycle	\$10.46	\$439.32
PURNING SHRUBS AND GROUNDCOVER					
19	West Park Place	12	Cycle	\$1,456.62	\$17,479.44
20	North Park Place	12	Cycle	\$1,429.83	\$17,157.96
21	South Park Place	12	Cycle	\$1,419.03	\$17,028.36
22	North Employee Parking Lot	12	Cycle	\$1,079.97	\$12,959.64
23	South Employee Parking Lot	1	Cycle	\$6,570.12	\$6,570.12
24	South Cell Lot	12	Cycle	\$.01	\$.12

DISEASE & INSECT CONTROL						
25	West Park Place	12	Cycle	\$71.72	\$860.64	
26	North Park Place	12	Cycle	\$124.33	\$1,491.96	
27	South Park Place	12	Cycle	\$37.92	\$455.04	
28	North Employee Parking Lot	12	Cycle	\$30.36	\$364.32	
29	South Employee Parking Lot	12	Cycle	\$12.63	\$151.56	
30	South Cell Lot	12	Cycle	\$.01	\$.12	
FERTILIZATION						
31	West Park Place	2	Cycle	\$430.35	\$860.70	
32	North Park Place	2	Cycle	\$746.00	\$1,492.00	
33	South Park Place	2	Cycle	\$227.50	\$455.00	
34	North Employee Parking Lot	2	Cycle	\$182.14	\$364.28	
35	South Employee Parking Lot	2	Cycle	\$151.00	\$302.00	
36	South Cell Lot	2	Cycle	\$.01	\$.02	
TRASH & DEBRIS REMOVAL						
37	West Park Place	261	Days	\$4.29	\$1,119.69	
38	North Park Place	261	Days	\$4.29	\$1,119.69	
39	South Park Place	261	Days	\$4.29	\$1,119.69	
40	North Employee Parking Lot	261	Days	\$4.29	\$1,119.69	
41	South Employee Parking Lot	261	Days	\$4.29	\$1,119.69	
42	South Cell Lot	261	Days	\$4.29	\$1,119.69	
43	Additional Trash Pick as Requested by AAR (Saturdays)	261	Days	\$4.29	\$1,119.69	
IRRIGATION MAINTENANCE						
44	West Park Place	12	Cycle	\$421.35	\$5,056.20	
45	North Park Place	12	Cycle	\$758.44	\$9,101.28	
46	South Park Place	12	Cycle	\$252.81	\$3,033.72	
47	North Employee Parking Lot	12	Cycle	\$210.68	\$2,528.16	
48	South Cell Lot	12	Cycle	\$84.27	\$1,011.24	
49	Irrigation Parts Estimated Sum	7500	Dollar	\$3.34	\$25,050.00	

MULCH BAG SIZE 2 CUBIC YARDS					
50	West Park Place	1000	Bags	\$4.12	\$4,120.00
51	North Park Place	1000	Bags	\$4.12	\$4,120.00
52	South Park Place	1000	Bags	\$4.12	\$4,120.00
53	North Employee Parking Lot	1000	Bags	\$4.12	\$4,120.00
54	South Employee Parking Lot	1000	Bags	\$4.12	\$4,120.00
55	South Cell Lot	1000	Bags	\$4.12	\$4,120.00
PLANT & SOD REPLACEMENT					
56	Plant Removal and Replacement as Requested	5000	Dollars	\$10.00	\$50,000.00
57	Annuals Maintain, Removal and Replacement	5000	Dollars	\$2.20	\$11,000.00
58	Bahia unit price per pallet	10	Pallet	\$220.00	\$2,200.00
59	St. Augustine - Unit Price Per Pallet	10	Pallet	\$425.00	\$4,250.00
ADDITIONAL SERVICES					
60	Additional Landscape Maintenance	25	Acres	\$65.00	\$1,625.00
61	Hourly Labor Rate	100	Hour	\$38.00	\$3,800.00
62	Irrigation Repairs & Parts above 8 inches in Diameter	25	Hour	\$350.00	\$8,750.00
Year 2 Grand Total					\$412,458.31

Year 3 23-364 LANDSCAPE MAINT. PARKING LOTS

Line Item	Description	Quantity	U/M	Unit Price	Extended Price
MOWING					
1	West Park Place	42	Cycle	\$390.72	\$16,410.24
2	North Park Place	42	Cycle	\$328.49	\$13,796.58
3	South Park Place	42	Cycle	\$428.69	\$18,004.98
4	North Employee Parking Lot	42	Cycle	\$291.14	\$12,227.88
5	South Employee Parking Lot	42	Cycle	\$106.96	\$4,492.32
6	South Cell Lot	42	Cycle	\$133.67	\$5,614.14
EDGING & TRIMMING					
7	West Park Place	42	Cycle	\$273.92	\$11,504.64
8	North Park Place	42	Cycle	\$196.62	\$8,258.04
9	South Park Place	42	Cycle	\$290.77	\$12,212.34
10	North Employee Parking Lot	42	Cycle	\$629.43	\$26,436.06
11	South Employee Parking Lot	42	Cycle	\$104.71	\$4,397.82
12	South Cell Lot	42	Cycle	\$159.86	\$6,714.12
WEEDING					
13	West Park Place	42	Cycle	\$174.29	\$7,320.18
14	North Park Place	42	Cycle	\$259.36	\$10,893.12
15	South Park Place	42	Cycle	\$215.91	\$9,068.22
16	North Employee Parking Lot	42	Cycle	\$139.50	\$5,859.00
17	South Employee Parking Lot	42	Cycle	\$20.30	\$852.60
18	South Cell Lot	42	Cycle	\$10.46	\$439.32
PURNING SHRUBS AND GROUNDCOVER					
19	West Park Place	12	Cycle	\$1,456.62	\$17,479.44
20	North Park Place	12	Cycle	\$1,429.83	\$17,157.96
21	South Park Place	12	Cycle	\$1,419.03	\$17,028.36
22	North Employee Parking Lot	12	Cycle	\$1,079.97	\$12,959.64
23	South Employee Parking Lot	1	Cycle	\$6,570.12	\$6,570.12
24	South Cell Lot	12	Cycle	\$.01	\$.12

DISEASE & INSECT CONTROL						
25	West Park Place	12	Cycle	\$71.72	\$860.64	
26	North Park Place	12	Cycle	\$124.33	\$1,491.96	
27	South Park Place	12	Cycle	\$37.92	\$455.04	
28	North Employee Parking Lot	12	Cycle	\$30.36	\$364.32	
29	South Employee Parking Lot	12	Cycle	\$12.63	\$151.56	
30	South Cell Lot	12	Cycle	\$.01	\$.12	
FERTILIZATION						
31	West Park Place	2	Cycle	\$430.35	\$860.70	
32	North Park Place	2	Cycle	\$746.00	\$1,492.00	
33	South Park Place	2	Cycle	\$227.50	\$455.00	
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39	South Park Place	261	Days	\$4.29	\$1,119.69	
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41	South Employee Parking Lot	261	Days	\$4.29	\$1,119.69	
42	South Cell Lot	261	Days	\$4.29	\$1,119.69	
43	Additional Trash Pick as Requested by AAR (Saturdays)	261	Days	\$4.29	\$1,119.69	
IRRIGATION MAINTENANCE						
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49	Irrigation Parts Estimated Sum	7500	Dollar	\$3.34	\$25,050.00	

MULCH BAG SIZE 2 CUBIC YARDS					
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52	South Park Place	1000	Bags	\$4.12	\$4,120.00
53	North Employee Parking Lot	1000	Bags	\$4.12	\$4,120.00
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PLANT & SOD REPLACEMENT					
56	Plant Removal and Replacement as Requested	5000	Dollars	\$10.00	\$50,000.00
57	Annuals Maintain, Removal and Replacement	5000	Dollars	\$2.20	\$11,000.00
58	Bahia unit price per pallet	10	Pallet	\$220.00	\$2,200.00
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ADDITIONAL SERVICES					
60	Additional Landscape Maintenance	25	Acres	\$65.00	\$1,625.00
61	Hourly Labor Rate	100	Hour	\$38.00	\$3,800.00
62	Irrigation Repairs & Parts above 8 inches in Diameter	25	Hour	\$350.00	\$8,750.00
Year 3 Grand Total					\$412,458.31

Year 4 23-364 LANDSCAPE MAINT. PARKING LOTS

Line Item	Description	Quantity	U/M	Unit Price	Extended Price
MOWING					
1	West Park Place	42	Cycle	\$390.72	\$16,410.24
2	North Park Place	42	Cycle	\$328.49	\$13,796.58
3	South Park Place	42	Cycle	\$428.69	\$18,004.98
4	North Employee Parking Lot	42	Cycle	\$291.14	\$12,227.88
5	South Employee Parking Lot	42	Cycle	\$106.96	\$4,492.32
6	South Cell Lot	42	Cycle	\$133.67	\$5,614.14
EDGING & TRIMMING					
7	West Park Place	42	Cycle	\$273.92	\$11,504.64
8	North Park Place	42	Cycle	\$196.62	\$8,258.04
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WEEDING					
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14	North Park Place	42	Cycle	\$259.36	\$10,893.12
15	South Park Place	42	Cycle	\$215.91	\$9,068.22
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17	South Employee Parking Lot	42	Cycle	\$20.30	\$852.60
18	South Cell Lot	42	Cycle	\$10.46	\$439.32
PURNING SHRUBS AND GROUNDCOVER					
19	West Park Place	12	Cycle	\$1,456.62	\$17,479.44
20	North Park Place	12	Cycle	\$1,429.83	\$17,157.96
21	South Park Place	12	Cycle	\$1,419.03	\$17,028.36
22	North Employee Parking Lot	12	Cycle	\$1,079.97	\$12,959.64
23	South Employee Parking Lot	1	Cycle	\$6,570.12	\$6,570.12
24	South Cell Lot	12	Cycle	\$.01	\$.12

DISEASE & INSECT CONTROL						
25	West Park Place	12	Cycle	\$71.72	\$860.64	
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43	Additional Trash Pick as Requested by AAR (Saturdays)	261	Days	\$4.29	\$1,119.69	
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49	Irrigation Parts Estimated Sum	7500	Dollar	\$3.34	\$25,050.00	

MULCH BAG SIZE 2 CUBIC YARDS					
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52	South Park Place	1000	Bags	\$4.12	\$4,120.00
53	North Employee Parking Lot	1000	Bags	\$4.12	\$4,120.00
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56	Plant Removal and Replacement as Requested	5000	Dollars	\$10.00	\$50,000.00
57	Annuals Maintain, Removal and Replacement	5000	Dollars	\$2.20	\$11,000.00
58	Bahia unit price per pallet	10	Pallet	\$220.00	\$2,200.00
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ADDITIONAL SERVICES					
60	Additional Landscape Maintenance	25	Acres	\$65.00	\$1,625.00
61	Hourly Labor Rate	100	Hour	\$38.00	\$3,800.00
62	Irrigation Repairs & Parts above 8 inches in Diameter	25	Hour	\$350.00	\$8,750.00
Year 4 Grand Total					\$412,458.31

Year 5 23-364 LANDSCAPE MAINT. PARKING LOTS

Line Item	Description	Quantity	U/M	Unit Price	Extended Price
MOWING					
1	West Park Place	42	Cycle	\$390.72	\$16,410.24
2	North Park Place	42	Cycle	\$328.49	\$13,796.58
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ADDITIONAL SERVICES					
60	Additional Landscape Maintenance	25	Acres	\$65.00	\$1,625.00
61	Hourly Labor Rate	100	Hour	\$38.00	\$3,800.00
62	Irrigation Repairs & Parts above 8 inches in Diameter	25	Hour	\$350.00	\$8,750.00
Year 5 Grand Total					\$412,458.31

Bid Response Forms

CONTACT INFORMATION

Company:

Brightview Landscape Services Inc.

Email:

luke.vergara@brightview.com

Contact:

Luke Vergara

Address:

103 W 7th Street
Orlando, FL 32824

Phone:

N/A

Website:

Brightview.com

Submission Date:

Jun 20, 2023 10:34 AM

1. Bidder's Certification

I have carefully examined the Solicitation and any other documents accompanying or made a part of this Solicitations.

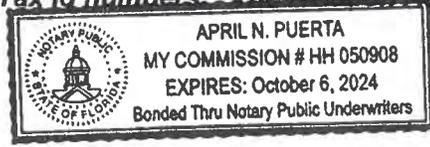
I hereby propose to furnish the goods or services specified in this Solicitation at the prices or rates quoted in my submittal. I agree that my submittal will remain firm for a period of up to ninety (90) days in order to allow the Aviation Authority adequate time to evaluate the submittals.

I agree to abide by all conditions of this Solicitation and understand that a background investigation may be conducted by the Aviation Authority prior to start of Contract.

I certify that all information contained in this Solicitation is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Solicitation on behalf of the Bidder as its act and deed and that the Bidder is ready, willing and able to perform if awarded the Contract.

I certify, under oath, that this Solicitation is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Solicitation for the same product or service. I further certify that no officer, employee or agent of the Aviation Authority or any other Bidder has a financial interest in this Solicitation. I further certify that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Company	Sworn to and subscribed before me by means of:
Brightview Landscape Services	<input checked="" type="checkbox"/> physical presence or <input type="checkbox"/> online notarization
Bidder's Signature Luke Vergara	this day of <u>06/20</u> 20 <u>23</u>
Print Name and Title Luke Vergara	by <u>Luke Vergara</u> who is
	<input checked="" type="checkbox"/> Personally Known; or <input type="checkbox"/> Produced Identification. Type of identification produced:
Address: 103 W 7th St. Orlando FL 32824	[Check applicable box to satisfy identification requirement of FLA. Stat. §117.05] (STATE OF <u>FL</u>)
Date 6/20/23	COUNTY OF <u>SEMINOLE</u>
Duns Number 080792843	
Federal Tax Id Number 95-4194223	Notary Signature: <u>[Signature]</u>
Email: Luke.Vergara@brightview.com	Notary Public My Commission Expires: <u>10/06/2024</u>
	<u>APRIL N. PUERTA</u> Printed, typed or stamped commissioned name of Notary Public



The Aviation Authority only requires Company Federal Tax Id numbers. The Aviation Authority is not requesting individual social security numbers.

Bidders must acknowledge each addenda on this form and include with your Bid submittal. Failure to acknowledge and upload EACH addenda may result in a non-responsive Bid. The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No.	<u>1</u> <u>23-364-IFB</u>	Dated	<u>6-13-23</u>
Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____

Brightview Landscape Services Inc.
Company

Luke Vergara
Signature

Luke Vergara
Print Name

Business Developer
Title

Attachment D - Bidder’s Questionnaire

The following questionnaire is to be completed by the Bidder and provided with its Bid submittal. If a question is not applicable, so indicate by writing “N/A”.

1. CONTACT INFORMATION

Name of Company	Brightview Landscape Services Inc.
Contact Individual	Luke Vergara
Contact Address	103 W 7th St.
City, State, Zip	Orlando, FL 32824
Telephone Number	407-820-6881
Email Address	Luke.vergara@brightview.com

2. AUTHORIZED SIGNATORIES

The Bidder represents that the following persons are authorized to sign bids, and/or sign Contracts and related documents to which the Bidder will be duly bound. The Aviation Authority will verify all named signatories on Sunbiz.org. If the authorized person is not registered on www.Sunbiz.org, the Bidder should provide with their Bid submittal proof of authorization on company letterhead.

<u>Name</u>	<u>Title</u>	<u>Indicate Principal or Authorized Authority</u>
Scott Sikora	VPGM	Authorized Authority
Craig Huston	Regional Sales Leader	Authorized Authority

3. OPERERATIONAL PLAN

This plan shall include how the Bidder plans to start operations and bring about a smooth transition of the work to be performed under this Contract.

Describe how Bidder will handle problems which Bidder anticipates will be encountered to begin operations under the new contract.

Include the time period needed for hiring and training of employees, planned interface with Aviation Authority, the processing of I.D. badges, uniforms, familiarization site tours, and such other items necessary for a smooth transition of the contracted services.

4. SCHEDULE AND TRAFFIC PLAN

Include the schedule proposed to complete the services as referenced in Section Three, Scope of Work, include a traffic plan.

5. TOOLS AND EQUIPMENT

- a. What equipment do you own that will be utilized on this Contract? **Attach List Include make, model and year of equipment**, include support equipment such as trucks and trailers.
- b. If awarded this Contract, how will you meet the equipment requirements?
 - Use current owned equipment
 - Lease equipment to meet requirements
 - Purchase additional equipment

6. EXPERIENCE

- a. Primary line of business: Commercial Landscape
- b. Years in business: 90+ Years
- c. Years performing this type of work: 90+ Years
- d. Total number of employees: 3,800-4,000
- e. Provide a copy Business License Attached

7. CONTRACTOR'S PERSONNEL AS LISTED IN SECTION THREE, SCOPE OF WORK/SPECIFICATIONS

- a. Provide the Resumes of On-Site Manager. Attached
- b. What is the current number of company employees? 20,000
- c. Will Additional Staff be hired to meet contract requirements? no

8. LOCAL SERVICE FACILITY

Name of local service center	Brightview Landscape Services Inc.
Address of local service center	103 W 7th St, Orlando FL 32824
The local service center is located in	Orlando
Contact:	Scott Sikora
Telephone number	321.303.0620
Email:	Scott.Sikora@brightview.com

9. REFERENCES: List a minimum of three (3) customers for the services specified in the solicitation in the spaces provided. References shall be for work **substantially similar in scope and magnitude** satisfactorily provided or has completed within the past five years and with whom the Aviation Authority shall be able to contact to validate the Bidder's capabilities and experience. **Note: A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the Aviation Authority may be contacting them.** Do not list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client:	Raleigh-Durham Airport Authority (NC)
Date of Services:	January 31st 2023-2026
Description of Services:	Full service landscape maintenance, Mulch, Palms, Irrigation, Enhancements
Size of Contract by Acreage_____ or by Square Mile_____	
Street Address:	1000 Trade Dr
City, State, ZIP Code:	Morrisville, NC, 27560
Telephone #	919.840.7700
Contact Person:	Steven Yanni
Email:	Steven.yanni@rdu.com

Ref # 2. Customer/Client:	Baldwin Park
Date of Services:	March 1st, 2010- 2025
Description of Services:	Full Service landscape maintenance, mulch, palms, irrigation, Enhancements
Size of Contract by Acreage_____ or by Square Mile_____	
Street Address:	1913 Meeting Plance
City, State, ZIP Code:	Orlando FL 32814
Telephone #	407.740.5838
Contact Person:	Stacey Fryrear
Email:	sfryrear@baldwinparkpoa.com

Ref #3. Customer/Client:	Improvement Districts in Lake Nona (RoadWays)
Date of Services:	11/22 - 10/25
Description of Services:	Full Service landscape maintenance, mulch,palms,irrigation,Enhancements
Size of Contract by Acreage_____ or by Square Mile_____	
Street Address:	12381 Northover Lp
City, State, ZIP Code:	Orlando FL 32824
Telephone #	407.784.3338
Contact Person:	DJ Batten
Email:	DBatten@bermancorp.com

Attachment E - Conflict of Interest Disclosure Form

The award of this Contract is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose within their Bid the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the Aviation Authority.

By submission of this Bid, the undersigned certifies, under penalty of perjury, that to the best of their knowledge and belief, have met the Florida Statute.

Comments:

Acknowledged by: Luke Vergara

Firm Name: Brightview Landscape Service Inc.

Signature of Authorized Representative: *Luke Vergara*

Name and Title (Print or Type): Luke Vergara
Business Developer

Date: 6/20/23

Attachment F - Certification Regarding Prohibition Against Contracting with Scrutinized Companies

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

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

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

Name of Respondent: Luke Vergara

By: Luke Vergara
(Authorized Signature)

Title: Business Developer

Date: 6/20/23

Attachment G – MWBE Forms

**MINORITY/WOMEN-OWNED
PARTICIPATION FORMS**

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

Bidder: Name Brightview Landscape Services Inc.
 Address 103 W 7th St.
 City Orlando State FL Zip 32824

MWBE Firm: Name Greenery Productions
 Address 1751 Directors Row
 City Orlando State FL Zip 32809

MWBE Contact: Name Matt Grid Phone (407) 363 9151
 Email mgrid@greeneryproductions.com

MWBE Certification Agency: City of Orlando Expiration Date 6-30-23
Each MWBE Firm shall submit evidence (such as photocopy) of their certification status
 Scope of Work

	Quantity	Rates	Total
Trash Removal			
Landscape Maintenance			

Year 1: \$ 103,000 Year 4: \$ 103,000
 Year 2: \$ 103,000 Year 5: \$ 103,000
 Year 3: \$ 103,000

Total Term Value: \$ 515,000 Percent of Total Bid: 25 %

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

By: [Signature] GM 6/20/23
 (MWBE Owner's Signature) (Title) (Date)

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

By: Luke Vergara Business Developer 6/20/23
 (Bidder's Authorized Signature) (Title) (Date)

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



June 28, 2021

Ms. Linda Grier
Greenery Productions, Inc.
1751 Directors Row
Orlando, FL 32809

e-mail: lgrier@greeneryproductions.com

SUBJECT: CITY OF ORLANDO M/WBE CERTIFICATION AWARD LETTER

Dear Ms. Grier:

We are pleased to inform you that Greenery Productions, Inc. has been certified as a WBE by the City of Orlando. This certification is valid until 6/30/2023. This Certification is specifically for the approved line(s) of business specified and does not automatically certify your company in any other commodity or service. Greenery Productions, Inc. will be listed in the City of Orlando's MWBE Directory with the certified line(s) business listed on the following page. The directory can be accessed via the City's internet at link provided below.

<https://cityoforlando.mwdbe.com/directory.asp>

As a condition of continued certification you must file a Re-Certification Application not less than sixty (60) days prior to the date of expiration of the existing certification. Failure to file this application will result in the termination of your certification. However, if at any time the ownership, control, location and/or minority/women-owned business status of your firm changes, the City of Orlando MBE Official should be notified immediately of the changes.

Please be advised that all M/WBE provisions of Chapter 57, Articles II & III of the Code of the City of Orlando must be maintained in order for your firm to retain its M/WBE Certification status. Be advised that failure to maintain compliance with the above noted requirements will result in termination of certification.

Your firm's participation on City of Orlando contracts will be credited only toward WBE goals for the certified line(s) of business listed. While your participation on City of Orlando contracts is not limited to your certified line(s) of business, credit towards WBE goals will be given only for work done in the area(s) which your firm is certified for.

Thank you for your continued interest in the City of Orlando's program.

Sincerely,

Janeiro Coulter

Janeiro Coulter, MBE Division Manager

EXECUTIVE OFFICES • MINORITY BUSINESS ENTERPRISE DIVISION

Orlando City Hall • 400 South Orange Avenue • Eighth Floor

PO Box 4990 • Orlando, FL 32802-4990

P 407.246.2623 • F 407.245.0000 • cityoforlando.net



CITY OF ORLANDO M/WBE CERTIFICATION AWARD LETTER

EXPIRATION DATE: 6/30/2023

CERTIFICATION NUMBER: 20074590

CERTIFICATION TYPE: WBE

COMPANY NAME: Greenery Productions, Inc.
1751 Directors Row
Orlando, FL 32809

OWNER NAME: LINDA GRIER

CERTIFIED LINE(S) OF BUSINESS/SPECIALTY AREA(S):

Interior Foliage Plant Sales, Rental, & Maintenance; and Exterior
Landscaping

EXECUTIVE OFFICES • MINORITY BUSINESS ENTERPRISE DIVISION

Orlando City Hall • 400 South Orange Avenue • Eighth Floor

PO Box 4990 • Orlando, FL 32802-4990

P 407.246.2623 • F 407.245.0000 • cityoforlando.net

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. BrightView Landscape Services, Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. P.O. BOX 740655</p> <p>6 City, state, and ZIP code Atlanta, GA 30374-0655</p>	<p>Requester's name and address (optional)</p>
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
9	5	-	4	1	9	4	2	2	3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ <i>Jessica Brown</i>	Date ▶ 1.4.2023
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General Instructions

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

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

Purpose of Form

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

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/08/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED BrightView Landscapes, LLC 401 Plymouth Road Plymouth Meeting PA 19462 USA	INSURER A: ACE American Insurance Company 22667	
	INSURER B: Illinois Union Insurance Company 27960	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570071084836 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide/Herbicide Applicator Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			XSLG28103670001 SIR applies per policy terms & conditions	10/01/2017	10/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/PO/AGG \$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H09088908	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	C48033301 WC - AOS C48033313 WC - WI	10/01/2017	10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000
B	Env Contr Poll			CPYG27418387002 SIR applies per policy terms & conditions	10/01/2017	10/01/2020	Each Occurrence \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Digital Realty is included as Additional Insured in accordance with the policy provisions of the General Liability policy. Contractual Liability is covered under the General Liability policy where required by written contract. Should General Liability, Automobile Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions will govern how Notice of Cancellation may be delivered to Certificate Holders in accordance with the policy provisions of each policies.

CERTIFICATE HOLDER Digital Realty 43940 Digital Loudoun Plaza, Suite 203 Ashburn VA 20147 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Holder Identifier : BCCNOP Certificate No : 570071084836



GREATER ORLANDO AVIATION AUTHORITY

INVITATION FOR BIDS (IFB)

23-364-IFB

Landscape Maintenance Services for Parking Lots

Copies of the IFB documents may be obtained from the Aviation Authority's Purchasing Department e-Procurement portal at:

<https://procurement.opengov.com/portal/goaa>

BID SUBMISSION DUE DATE

Sealed Electronic offers will be accepted up to **11:00 AM (local time), Tuesday, June 20, 2023**, via the Electronic Procurement Portal. A **virtual opening** is held via a GoToMeeting:

<https://meet.goto.com/624430645>

United States (Toll Free): 1 877.899.4679

Access Code: 624-430-645

PRE-BID MEETING:

10:00 AM (Local time), Tuesday, May 30, 2023

VIRTUAL PRE-BID LOCATION:

Bidders may attend virtually via a GoToMeeting:

<https://meet.goto.com/624430645>

United States (Toll Free): 1 877.899.4679

Access Code: 624-430-645

PRE-BID LOCATION

GOAA Annex Building

5855 Cargo Road, 2nd Floor Conference Room Thor,
Orlando, FL 32827- 4399

DEADLINE FOR QUESTIONS: Tuesday, June 6, 2023, 5:00 p.m., EST

DIRECT ALL QUESTIONS & INQUIRES: Via the e-procurement portal.

<https://procurement.opengov.com/portal/goaa/projects/42778>



E-Procurement Platform

The Aviation Authority's Purchasing Department has transitioned to a new E-Procurement Platform OpenGov, effective April 3, 2023. New solicitations will be posted with OpenGov and electronic responses will be accepted via the e-Procurement Portal.

To access new solicitations, visit <https://procurement.opengov.com/portal/goaa> to get started, click [here](#) to sign up. You'll receive an email to activate your account. For more information about how to register, please see our [help file here](#).

Registration and Notification of Solicitations

THERE IS NO COST FOR VENDORS TO REGISTER WITH OpenGov

Receiving Electronic Responses to Bids/Proposals

To successfully submit a response to a solicitation, Vendors are required to submit their electronic response via OpenGov - <https://procurement.opengov.com/portal/goaa>. Mailed, faxed, emailed, and hand delivered submissions will not be accepted. Responses will only be accepted via OpenGov. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.

Americans with Disabilities Act

GOAA does not discriminate upon the basis of any individual's disability status. Anyone requiring reasonable accommodations as provided for the Americans with Disabilities Act or Section 86.26, Florida Statutes, should contact the Aviation Authority's ADA Coordinator at 407-825-2006 as soon as possible, at least one full business day prior to any scheduled meeting.

1.0 GENERAL INFORMATION

Revised Per Addendum 1

1.1 Tentative Schedule

Release Date	May 14, 2023
Pre-Bid Meeting Date (10:00 am EST)	May 30, 2023
Deadline for submission of questions (5:00 pm EST)	June 6, 2023
Release of Addendum, if any	June 13, 2023
Deadline to submit Solicitations (by 11:00 am EST)	June 20, 2023
Procurement Committee*	July 18, 2023
Recommendation to the Aviation Authority Board*	August 16, 2023

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

1.2 Intent/Purpose

- a. The Greater Orlando Aviation Authority, Orlando International Airport, Orlando, Florida, (Aviation Authority) is soliciting electronic sealed bids from qualified Bidders to provide Landscape Maintenance and Irrigation Services for the various parking lots at the Orlando International Airport. Contractor will furnish all labor, supervision, equipment, tools, materials and supplies, licenses, permits, chemicals, and all other items necessary or proper for, or incidental to, performing landscape and irrigation maintenance services in accordance with these Specifications.
- b. This Bid includes a Minority and Women Business Enterprise (MWBE) participation requirement. The Participation Goal for this Contract will be 25% for MWBEs.

1.3 Solicitation Information

- a. Sealed electronic responses will be received for this solicitation through the Greater Orlando Aviation Authority e-Procurement Portal located at <https://procurement.opengov.com/portal/goaa>. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.
- b. **Bids submitted by hard copy, e-mail, telephone or fax shall not be accepted. Bids submitted outside of the designated electronic submission portal shall be rejected as non-responsive regardless of where received.**
- c. **The Aviation Authority shall not be responsible for delays caused by any occurrence, to include a result of a technology issue are still considered late and shall not be accepted.**

- d. The time/date stamp clock located in the electronic submittal portal shall serve as the official authority to determine lateness of any response. The office opening time shall be scrupulously observed. Under no circumstances shall responses delivered after the time specified be considered.
- e. Bidders shall not be allowed to modify their Bids after the opening time and date. Bids may be examined thirty (30) days after the solicitation opening or upon recommendation for award, whichever occurs first.

1.4 Submitting Questions and Receiving Responses

Bidders shall submit all inquiries/questions regarding this bid via the e-Procurement Portal, <https://procurement.opengov.com/portal/goaa>. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the Aviation Authority e-Procurement Platform. **Bidders may also click “Follow” on this bid to receive an email notification when answers are posted.** It is the responsibility of the bidder to check the website for answers to inquiries.

- a. If a Virtual and/or Pre-Bid Conference is held, please see the Cover Page of this solicitation for the location, date, and time. The purpose of any Pre-Bid Conference is to review and discuss the solicitation (and any addenda) as published. Attendance is not mandatory but is highly encouraged. Bidders are expected to be familiar with the Bid Documents.
- b. [Questions will be answered through the e-Procurement Portal.](#)
- c. If the Purchasing Department determines that it is necessary to change these dates or times prior to the Bid due date, the change will be announced via an addendum and posted on the e-Procurement Portal
- d. All prospective Bidders/Proposers shall thoroughly examine and become familiar with the Bid package and carefully note the items which must be submitted with the Bid as detailed in **Section 6, Bid Submittals**.
- e. Submission of a Bid shall constitute an acknowledgment that the Bidder has read and understands the Bid Documents. The failure or neglect of a Bidder to receive or examine any Bid Document shall in no way relieve it from any obligations under its Bid or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.
- f. Bidder's Bid prices shall remain firm for the duration of the Contract Term. Any anticipated increases in Bidder's costs during the term of the Contract must be reflected in its prices set forth in its Bid.

- g. The Aviation Authority shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Bidder's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Bidder's overhead costs, including, but not limited to, costs of the required bonds and insurance coverages, shall be included in such Bidder's prices listed in its Bid.

1.5 Communications; Questions Regarding Specifications or Bidding Process

- a. All communication and contact regarding this solicitation shall be directed to the Senior Purchasing Agent via the e-Procurement Portal, <https://procurement.opengov.com/portal/goaa>.
- b. A copy of the Administration Policies (Sections 180.01 and 180.03) are available upon request from the Chief Administrative Officer.
- c. In accordance with the above-referenced policies, any communication directly or indirectly to seek to encourage any specific result in connection with an Aviation Authority selection process, including but not limited to, written communications, any and all forms of electronic communications or messaging, including social media, oral communications either in person or by telephone, initiated by a Bidder or through a lobbyist, agent or third person, to any Aviation Authority staff and/or Committee/Board member who is a member of any committee constituted for the purposes of ranking Solicitations, making recommendations or making an award, is prohibited from the time that the Solicitation is released to the time that the award is made.

1.6 Contract Period

The Contract period will be for **sixty (60) months** with the **Contract** to commence on or about **October 1, 2023**.

1.7 Price Escalation/De-Escalation (CPI)

- a. The original contract prices shall be firm for the five (5) year contract period. A price escalation/de-escalation **may be** considered after **the 3rd** year, and once a year thereafter, provided the Contractor notifies the Aviation Authority, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract's anniversary date.
- b. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

- c. Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

$$\text{Current Index} - \text{Base Index} / \text{Base Index} = \% \text{ of Change}$$

$$\% \text{ of Change} \times 100 = \text{Percentage Change}$$

CPI-U Calculation Example:

CPI for the current period	232.945
Less CPI for the base period	229.815
Equals index point change	3.130
Divided by base period CPI	229.815
Equals	0.0136
Result multiplied by 100	0.0136 x 100
Equals percent change	1.4%

- d. A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, the Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Aviation Authority's Purchasing Department.
- e. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not **exceed 5%** unless there are circumstances demonstrating that an increase beyond this amount is required and this is approved by the Aviation Authority.
- f. All price adjustments must be accepted by the Vice President of Purchasing, and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed. Only final CPI data will be used to adjust contract pricing.
- g. Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract the Contractor shall notify the Aviation Authority's Purchasing Department of price decreases in the method outlined above.

- h. If the Contractor intentionally fails to pass the decrease on to the Aviation Authority, the Aviation Authority reserves the right to place the Contractor in default.

1.8 Notice of Intent to Award Contract

Unless all Bids are rejected by the Aviation Authority, a Notice of Intent to Award is anticipated to be provided within ninety (90) days from the opening of Bids to the responsible and responsive Bidder submitting the low Bid. In the event of tie Bids, the Aviation Authority reserves the right to determine the successful Bidder by the method approved by the Aviation Authority in its Policies and Procedures. Bidders involved will be given notice of the time and place the determination is made. For all procurements, the Aviation Authority reserves the right to reject any or all bids and to cancel the procurement or to solicit new bids.

1.9 Public Meetings/Public Records

Please be aware that all meetings of the Aviation Authority's Board are duly noticed public meetings and all documents submitted to the Aviation Authority as a part of or in connection with a Bid will constitute public records under Florida law regardless of any person's claim that proprietary or trade secret information is contained therein.

1.10 Code of Ethics and Business Conduct Policy

The Aviation Authority has adopted a Code of Ethics and Business Conduct Policy (Section 204.01) which addresses, the obligation of the Aviation Authority's Board members and employees to follow the Florida Statutes in reference to these issues. This includes, but is not limited to, the obligations of the Aviation Authority's Board members and employees with respect to having an interest in business entities, outside employment, gratuities, divulgence of information, unauthorized compensation and acceptance of gifts. Please be aware that any violation of this policy by a Bidder and/or any attempt to influence an Aviation Authority Board member or employee to violate the policy is sufficient cause for the denial of the right of the Bidder to Bid on any Contract or sell any materials, supplies, equipment, or services to the Aviation Authority for a period of time that is determined by the Chief Executive Officer. A copy of this policy is available upon request from the Chief Administrative Officer.

2.0 SPECIAL CONDITIONS

Revised Per Addendum 1

2.1 Bidder's Minimum Requirements

- a. Bids will be considered only from Bidders which are regularly engaged in the business as described in this Bid package; with a record of performance for the period of time stated in the Minimum Requirements, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated.
- b. Bidders that do not meet the requirements listed as determined by the Aviation Authority, at its sole discretion, will be deemed non-responsive and not considered for award. All decisions made by the Aviation Authority are final.
- c. The awarded Contractor (Bidder) must be licensed to do business in the State of Florida and perform under the laws of the State of Florida.
- d. Bidder must have a minimum of three (3) years' experience performing Landscape Maintenance Services in an area of at least 50 acres providing:
 - 1) Mowing;
 - 2) edging and trimming;
 - 3) weeding;
 - 4) disease and insect control;
 - 5) fertilization;
 - 6) provide/install annuals;
 - 7) trash and debris removal;
 - 8) provide/placement of mulch; and
 - 9) Irrigation maintenance.
- e. Bidder has provided these services for at least three (3) entities with contracts of similar size and scope of this Contract during such five (5) year period immediately preceding the date.
- f. Bidder shall submit with bid copies of Licenses and Certifications that are pertinent to this work. All such documents shall be current.**
 - 1) Bidders possesses a State of Florida Restricted Pesticide Ornamental and Turf License issued by the Department of Agriculture and Consumer Services authorizing the application of pesticides, herbicides, and insecticides for exterior use.

2.2 Evaluation of Bid Award

- a. The Aviation Authority reserves the right to award the Bid to the responsive and responsible Bidder who submits the lowest Bid, meeting the bid requirements and specifications.

- b. For purposes of this solicitation, the determination of the responsive and responsible Bidder submitting the lowest Bid shall be made, the Aviation Authority reserves the right to consider matters such as, but not be limited to:
- 1) Total Cost;
 - 2) The review and application of all applicable programs established by the Aviation Authority, including but not limited to the Aviation Authority's MWBE/LDB program. Bidder meets the MWBE participation requirement as outlined in Sections 2.8 through 2.10.
 - 3) Bidders must provide copies of the required Licenses and Certifications with their Bid Submittal.
 - 4) Provide Proof of Insurance as outlined in Section 2.4.
 - 5) References. All Bidders are required to submit three (3) references illustrating a minimum of three (3) years' relevant service that are the same or similar in requirements and magnitude of this IFB.
 - a) The Aviation Authority may make such investigation, as it deems necessary to determine the responsibility, qualifications, and ability of the Contractor to perform the Scope of Services. The Bidder shall furnish to the Aviation Authority all necessary and requested information and data for this purpose.
 - 6) Meeting the requirements as described in Section 3, Scope of Work/Specifications;
 - 7) Bidders shall provide all documentation as listed in Section 6, Bid Submittals.
- c. The Aviation Authority reserves the right to reject any Bid if the evidence submitted by or investigation of such Contractor or its Subcontractors, fails to satisfy the Aviation Authority that such Contractor is a responsive and responsible Contractor in accordance with the criteria set forth herein.

2.3 Surety Bonds/Letters of Credit/Liability Insurance

A Surety Bond/Letter of Credit **is not** required for this Contract.

2.4 Insurance Requirements

The Bidder's submittal shall demonstrate ability to meet all portions listed in this Section by providing evidence of one of the following: Certificate of Insurance on Acord form or form acceptable to Aviation Authority, signed affirmation of ability to comply from a licensed insurance agent, or insurance quote.

If awarded a Contract and prior to Notice to Proceed, the Awarded Contractor must attain and provide a Certificate of Insurance in compliance with this *Section*. At its sole expense, Contractor shall maintain the following insurance during the term of this Contract, including any extensions or renewals and such insurance will apply to Contractor, its employees, agents, and Subcontractors.

a. **Commercial General Liability and Automobile Liability***

- 1) Commercial General Liability insurance covering any and all claims for property damage and bodily injury (including death) and including, but not limited to premises, products and completed operations, and Contractual liability for Contractor's covenants, with a limit of liability not less than **One Million Dollars (\$1,000,000)** per occurrence; and
- 2) Automobile liability insurance covering each motor vehicle, including but not limited to owned, non-owned, or hired, used in conjunction with providing Services on Aviation Authority property resulting in property damage or bodily injury, including death with a limit of not less than **One Million Dollars (\$1,000,000)** combined single limit per accident;
- 3) Additional Insured Endorsement. Such above referenced liability insurance shall name the Aviation Authority and the City of Orlando and their members (including, without limitation, members of the Aviation Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents as additional insureds.

b. **Workers' Compensation and Employer's Liability*.**

The following insurance shall apply to all Contractor's employees who will be engaged on the Aviation Authority property in the performances of Services in this Contract: (i) workers' compensation insurance with statutory limits in accordance with Florida law, and (ii) employer's liability insurance policy limits not be less than \$100,000 for each accident, \$100,000 for disease each employee and \$500,000 for disease policy limit. If the Contractor is self-insured, the Contractor shall provide proof of self-insurance and authorization to self-insure as required by applicable Florida laws and regulations. The Aviation Authority will not accept State of Florida exemptions.

c. **Pollution/Environmental Liability Insurance*.**

Insurance for bodily injury, property damage, defense costs, clean-up and restoration expenses resulting from pollution/pollutant(s) or other environmental impairments which arises out of, or in connection with, Contractor's work with limits not less than **\$1,000,000** per claim.

d. **Other Insurance Requirements.** Contractor agrees to the following as it relates to all above required insurance:

- 1) **Self-Insured Retention and Deductibles***
Contractor's insurance policies shall not be subject to a self-insured retention or deductible exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention or deductible exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the Aviation Authority's Chief Executive Officer. The above deductible limits may be exceeded if the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Contractor pay the deductible prior to its insurer's payment of the claim.
- 2) Insurance policies shall be primary insurance and not contributory to any other valid insurance the Aviation Authority may possess, and that any other insurance the Aviation Authority does possess shall be considered excess insurance only.
- 3) Insurance shall be carried with an insurance company or companies be currently authorized to conduct insurance business in the State of Florida, and must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating and said policies shall be in a form acceptable to the Aviation Authority.
- 4) Any liability insurance maintained by Contractor written on a claims-made form basis will maintain coverage for a period of time determined by the Aviation Authority to be appropriate to cover claims made after the Contractor has concluded its services to the Aviation Authority.
- 5) All insurance required for this Contract shall contain a waiver of subrogation clause, as allowed by law, in favor of the Aviation Authority and the City of Orlando.
- 6) A properly completed and executed Certificate of Insurance on a form provided or approved by the Aviation Authority (such as a current ACORD form) evidencing the insurance coverages required by this Section 2.5 shall be furnished to the Aviation Authority upon the Notice of Intent to Award of the Contract and each renewal thereafter during the term of this Contract and its renewal/extension. Contractor acknowledges that any acceptance of Certificate of Insurance by Aviation Authority does not waive any obligations herein this Contract.
- 7) The Aviation Authority is currently contracted with a third party for the management of all insurance certificates related to Aviation Authority Contracts. Contractors who enter into a Contract with the Aviation Authority will be contacted directly by the third party vendor for insurance

certificates and related matters such as expired certificates. An introductory letter will be sent instructing each Contractor of the proper procedures for processing updated insurance certificates as well as any other insurance related matter that may arise over the term of the Contract. Contractors will respond as directed in the introductory letter as well as any further instructions they may receive.

- 8) The Contractor shall provide the Aviation Authority immediate written notice of any adverse material change to the Contractor's required insurance coverage. For purposes of this Insurance Section 2.5, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, or any increase in the Contractor's self-insured retention and any non-renewal or cancellation of required insurance.
- 9) If any insurance coverage is canceled or reduced, Contractor shall, within forty-eight (48) hours remit to the Aviation Authority a Certificate of Insurance showing that the required insurance has been reinstated or replaced by another insurance company or companies acceptable to the Aviation Authority. If Contractor fails to obtain or have such insurance reinstated, Aviation Authority may, if it so elects, and without waiving any other remedy it may have against Contractor, immediately terminate this Contract upon written notice to Contractor.
- 10) The Aviation Authority's Chief Executive Officer shall have the right to alter the monetary limits or coverages herein specified from time to time during the term of this Contract, and Contractor shall comply with all reasonable requests of the Chief Executive Officer with respect thereto.

2.5 Verification of Employment Status

- a. Prior to the employment of any person under this Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term, For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/portal/site/uscis>.
- b. **Only those employees determined eligible to work within the United States shall be employed under this Contract.**
- c. By submission of a Bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this Contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

2.6 Identification and Access Requirements

- a. The Contractor is required to conduct an employee background check, or require its Subcontractors to perform an employee background check, in accordance with the requirements herein on each person proposed for employment at Orlando International Airport in connection with this Contract, if such person is an employee of Contractor or an employee of a Subcontractor for whom the Contractor is required to sign the Aviation Authority's badge application ("Contractor Responsible Employees"). Such background check must be successfully completed prior to such person applying for an access control identification badge with the Aviation Authority. Each background check shall be performed to the following minimum requirements:
- b. Each employee must provide a ten (10) year work history.
- c. The Contractor must confirm the last five (5) years of each employee's work history. Any gaps in employment of thirty (30) days or more during such five year period must be explained in writing by the employee and must be confirmed by the Contractor through W-2s, student transcripts, medical records, or written references of stay-at-home situations from credible local persons such as pastors or priests (which reference must indicate personal knowledge of employee's general work history during the gap period).
- d. The Contractor must check each employee's criminal history for the immediately preceding five years, with such check to be conducted in each county where the employee has lived or worked in such five year period.
- e. The Contractor shall not present any Contractor Responsible Employee to the Aviation Authority's Access Control Office for badging if such person has any unexplained gaps in their work history, has a criminal record that would disqualify them from receiving an access control badge or has an unacceptable termination record.
- f. The Aviation Authority will issue, for a fee, as stated below to all Contractor Responsible Employees an identification badge that will display their picture, name, and other applicable information; and any key(s) required in the performance of the Contract, provided that such person meets the minimum criteria established to receive a badge. At all times while on airport property, the Contractor Responsible Employees are required to display such badges prominently on their uniforms in accordance with the Aviation Authority's guidelines. Every new employee requiring unescorted access to a secure area of the airport must be electronically processed by the Aviation Authority's Access Control Office for a Criminal History Records Check and Security Threat Assessment before an identification badge is issued. In addition to this records check, the employee will be required to attend security training class (approximately 1 hour), and in the case of operating a vehicle on the Airport Operating Area (AOA) the employee will also be required to attend a driving safety class (approximately 1 hour); both training classes are provided by the Aviation Authority. The Contractor shall maintain, and shall require its Subcontractors to maintain, a permanent record in its files of the background information, including drug screening tests, on all current and former

employees who are utilized in the performance of this Contract and, when requested, shall provide such information to the Aviation Authority, TSA, or such other entity as deemed appropriate by the Aviation Authority. The Contractor further agrees to perform, or require its Subcontractors to perform, such additional employee background checks, fingerprinting, or other identification measures as may be required by any future security rules or applicable federal regulations.

g. Fees Associated with Identification Badges and Keys

Security Background Check	\$11.00
New Issue	\$25.00
Renewal/Defaced	\$25.00
Name Change	\$25.00 (paid at time of issuance)
Addition	\$25.00 (i.e. adding company name, driver, etc.)
Deletion	\$25.00
Lost	\$50.00
Stolen	No Charge with proper documentation
Fingerprinting	\$27.00 (every two years)
AOA Vehicle Decal	\$25.00 per vehicle
New Hard Key	\$10.00
Lost Hard Key	\$50.00

Note: No personal checks or credit card payments are accepted. Companies will be assessed a \$100.00 fee for each non-returned identification badge and key.

h. The Contractor must maintain all information described above for a period of four (4) years following expiration of this Contract. Such information is subject to audit by the Aviation Authority and must be sufficient in scope and detail to permit verification of compliance by Aviation Authority audit. Actual damages to the Aviation Authority resulting from a breach by the Contractor of its obligations hereunder will be difficult or impossible to determine. As a result, the Aviation Authority shall be entitled to recover liquidated damages of \$250.00 for every Contractor Responsible Employee presented to the Aviation Authority for access control badging (a) for whom the above background check has not been completely and accurately performed, or (b) who should not have been presented per the above guidelines. The amount payable hereunder by Contractor is not a penalty, is in addition to any access control badging application fee paid by the employee and is payable whether or not such employee is issued an access control badge by the Aviation Authority.

i. The Contractor must co-sign with the Subcontractor all badge applications for any employee of a temporary employment agency engaged as a Subcontractor to provide personnel to the Contractor on this Contract. All employees provided by temporary employment agencies for this Contract shall be Contractor Responsible Employees. Before submitting a badge application for an employee provided on this Contract by a temporary employment agency, the Contractor or the temporary employment agency must submit to the Aviation

Authority's Authorized Representative (AAR) for prior approval of such employee, a Contract between the temporary employment agency and such employee reflecting an intended assignment of such employee to the Contract for the remaining duration of the Contract or the duration of the Contractor's need for such position.

2.7 **Airport Security**

The successful Bidder will be required to comply with all applicable regulations of the Transportation Security Administration (TSA) and of the Aviation Authority relating to Airport security, including those relating to access to the Aircraft Operations Area (AOA) of Orlando International Airport, as such regulations may be in effect or changed from time to time.

2.8 **Minority and Women Business Enterprise ("MWBE") Participation Program**

- a. To encourage development and growth of MWBEs, the Aviation Authority has adopted a Non-Federally Funded Minority and Women Business Enterprise ("MWBE") Participation Program, which is available on the Aviation Authority's website <https://orlandoairports.net/airport-business/>.
- b. It is the policy of the Aviation Authority that MWBEs shall have the maximum opportunity to participate in the purchase of goods and services, and the Aviation Authority has established the MWBE Participation Program to implement this policy. This participation can take the form of purchasing Contracts, subcontracts, joint ventures or similar arrangements.
- c. **The Bid will be considered non-responsive to the Invitation for Bid and rejected if the Bidder fails to demonstrate, to the reasonable satisfaction of the Aviation Authority, as required by the MWBE policy, that the Bidder has met or has made a good faith effort to meet the established MWBE goal.**
- d. For this Contract, the Aviation Authority has established a MWBE Participation **Goal of 25%**, which means that **25% of the total Contract expenditures** by the Aviation Authority should be used to purchase goods or services under the Contract from MWBEs. All Bidders, including a Bidder which is an MWBE, shall comply with the MWBE requirements outlined in this Section by having MWBEs other than the Bidder, participate in the performance of the Contract services at a sufficient level to meet the participation goal.
- e. Bidders are required to submit, with their Bids, the Letter of Intent/Affirmation information by completing the form for each MWBE Firm. The Bidder may make duplicates of this form as needed. Both the MWBEs and the Bidder are required to affirm the information provided by signing the form prior to submittal. After the Bids are opened, but prior to award, the Aviation Authority may request, receive, and review additional information from Bidders in order to verify the

accuracy of the level of information presented by Bidders with their Bids and the good faith effort of Bidders to reach the MWBE goal.

- f. After the Bids are opened and prior to an award of the Contract, the Aviation Authority may request, receive and consider omitted and supplemental information from the Bidders as to the certification of Bidders, if applicable, and of any Bid Subcontractor, supplier or joint venture in order to determine MWBE status.
- g. The successful Bidder shall enter into subcontract(s)/purchase orders with the MWBE(s) identified in the Bidder's Bid documents which the Aviation Authority relied upon in awarding this Contract, subject only to the Aviation Authority's right to approve all Subcontractors. The Contractual arrangements with the MWBE(s) shall incorporate such reasonable terms as are required to complete the work described therein while furthering the Aviation Authority's MWBE policy. The successful Bidder must submit copies of the signed subcontract(s)/purchase order(s) to the office of Small Business Development for each MWBE prior to commencement of performance under this Contract. Failure to enter into the subcontract(s)/purchase order(s) with the MWBE(s) identified in the Bidder's Bid documents or failure to submit copies of the signed subcontract(s)/purchase order(s) may result in loss of the award to Bidder.
- h. A Bidder shall not breach any of its obligations with the MWBE(s). In the event Bidder desires to terminate or replace a MWBE, Bidder shall promptly notify the Aviation Authority of the impending termination, the reason for the termination and obtain the Aviation Authority's approval prior to proceeding with the termination. Following the termination Bidder shall replace the terminated MWBE with another MWBE. If the Bidder is unable to utilize another MWBE for performance of that portion of this Contract, the Bidder shall provide the Aviation Authority with documentation, in a form satisfactory to the Aviation Authority, showing that it is not possible to replace the terminated MWBE with another MWBE. The MWBE percentage for participation must not decrease below the percentage proposed during the term of the Contract.
- i. The successful Bidder shall submit to the Aviation Authority a Disbursement Form with each invoice submitted for payment, indicating the amount of money spent with each MWBE(s) since the previous invoice.
- j. Failure to carry out the requirements set forth herein or the commitments made by the Bidder (e.g. failure to subcontract with and use MWBEs, to pay MWBEs as committed in the Bid documents, the failure to promptly pay MWBE Subcontractors in accordance with Section 4, subsection 32, etc.) shall constitute a breach by the Bidder of this Contract and may result in termination of the Contract by the Aviation Authority or such other remedy as the Aviation Authority deems appropriate. Additionally, Contractor is reminded two or more failures to satisfy the requirements set forth herein or the commitments made by Bidder may result in debarment under the Aviation Authority's Debarment of Contractors Policy 130.04.

- k. A list of currently certified MWBEs may be obtained via the internet at <https://orlandoairports.net/airport-business>. The Aviation Authority will provide this information as a convenience only, and Bidders shall be solely responsible for ensuring all MWBEs are capable of performing. Certification of eligibility as an MWBE should be completed prior to submission of a Bid. During the Bid process, Bidders may contact the Office of Small Business Development for any questions or information concerning the MWBE Participation Program.
- l. Compliance with the MWBE policy of the Aviation Authority does not relieve Bidders of the equal employment opportunity obligations under state and Federal laws and regulations.

2.9 Local Developing Business ("LDB") Participation Program

Not Applicable.

2.10 Good Faith Effort for MWBE Participation Program

- a. If the Bidder fails to meet the MWBE Participation Goals, the Aviation Authority will require Bidder to submit evidence of good faith efforts within two (2) business days of request; such evidence may include, but is not limited to the following:
 - b. Indicating the name and title of the person responsible for the Bidder's good faith efforts to reach the participation goal;
 - c. Provide evidence of attendance at Pre-Bid Conference meeting, if any, scheduled by the Aviation Authority to inform MWBE firms of subcontracting opportunities under a given Contract;
 - d. Provide a list of MWBE firms contacted;
 - e. Provide copies of written correspondence to MWBE firms that their Bid is being solicited, as well as certified return receipts to prove receipt or the reason for non-delivery; provide evidence of information provided to the MWBE firms about the specific work the Contractor intends to subcontract;
 - f. Provide evidence of information provided to MWBE firms on bonding and insurance requirements;
 - g. Provide copies of advertisements in general circulation media, trade association publications, and minority focus media advertising for MWBE firms interested in subcontracting;
 - h. Provide evidence that Bidder provided interested MWBE firms with assistance in reviewing the Contract plans, specifications, and the terms and conditions of the general Contract, subcontract and addenda;
 - i. Providing evidence that the Bidder provided MWBE firms prompt notice of addenda affecting specific trade Contractors;

- j. Provide evidence that Bidder made follow-up inquiries after initial solicitations of interest from MWBE firms. Bidder shall maintain documentation of the date, time, and name of individuals contacted. A telephone log is acceptable documentation of this activity;
- k. Provide a list of quotes submitted by MWBE firms; provide documentation as to why MWBE firms were not utilized;
- l. In those instances where a majority Subcontractor is selected for a scope of work for which MWBE bids were submitted, the Bidder shall submit records of all quotations received from MWBE firms and from the selected majority Subcontractor, and provide an explanation of the reasons why the MWBE firms will not be used during the course of the Contract.
- m. Receipt of a lower price quotation from a non MWBE firm prior to or at the time of Bid Opening will not in itself excuse a Bidder's failure to meet participation goals. It is incumbent upon the Bidder to demonstrate that MWBE firms were not rejected as unqualified without a thorough and documented investigation of their capabilities and capacity.
- n. Additional information on meeting good faith efforts can be found by going to <https://orlandoairports.net/airport-business/>.

2.11 Performance/Invoicing

- a. The Aviation Authority shall, at regular intervals, monitor the performance of Contractor to determine whether the work to be performed under the Contract has in fact been accomplished to Aviation Authority's satisfaction and/or completed in a timely manner.
- b. A fee of \$100 per incident per parking lot will be charged to the Contractor for any trash and/or debris left behind by the Contractor. The Aviation Authority will notify the Contractor within one (1) business day of discovery. The fee will be deducted from the Contractor's monthly invoice.
- c. Contractor must correct deficiencies noted during inspection within two (2) working days following receipt of written notice of deficiency.
- d. The Aviation Authority shall notify the Contractor of any specific services that are unsatisfactory to the Aviation Authority, and if the Contractor has not addressed such item or items set forth in the notice to the Aviation Authority's satisfaction within the time frame set forth in the Aviation Authority's notice, the Aviation Authority in addition to all other rights provided under this Contract or by law or equity, may either remedy such unsatisfactory services itself or through a third party and the cost of providing the remedial services shall be deducted from the Contractor's invoice.

- e. The Aviation Authority shall pay the undisputed amount of Contractor's invoice per The Florida Prompt Act. Items in dispute shall be paid upon the resolution of the dispute in accordance with the Florida Prompt Payment Act.
- f. The Contractor's invoice shall generally describe the services rendered by work area and location, type of service, date rendered, and shall contain such other information and is accompanied by such supporting documentation and other materials, as the Aviation Authority shall request. The forms to be used will be provided by the Contractor, with approval of the Aviation Authority.
- g. Contractor shall be obligated to pay promptly all proper charges and costs incurred by Contractor for labor and materials used for the work performed hereunder. The Aviation Authority shall have the right, but not the obligation, to pay directly to third parties (including Subcontractors) all past due amounts owed by Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the Aviation Authority shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.
- h. The Contractor shall submit all invoices to: Greater Orlando Aviation Authority, Finance Manager, P.O. Box 620125, Orlando, Florida 32862-0125. Invoices may be sent electronically to accounts payable goaa-ap@goaa.org

3.0 SCOPE OF WORK/SPECIFICATIONS

3.1 Overview

- a. This Contract will be to furnish all labor, supervision, equipment, tools, materials and supplies, licenses, permits, chemicals, and all other items necessary or proper for, or incidental to, performing landscape and irrigation maintenance services for the following Parking Lots and Employee Lots:
 - 1) West Park Place
 - 2) North Park Place
 - 3) South Park Place
 - 4) North Employee Parking Lot
 - 5) South Employee Parking Lot
 - 6) South Cell Lot

- b. The Contractor by executing this Contract acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The Aviation Authority will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as its stated commitment to fulfill all the conditions referred to in this Contract.

3.2 Completion of Work

The Contractor shall complete the work ordered within each designated cycle and notify in writing of areas completed on a daily basis to the AAR for inspection and approval of work quality being accomplished.

For this Contract a cycle is defined as once every seven (7) days from April 1st through October 31st, and no less than once every fourteen (14) days from November 1st through March 31st.

The AAR shall make a final inspection and shall notify the Contractor in writing of any deficiencies found in reported areas. In the event of unsatisfactory work, the Contractor shall repeat the work without additional compensation, within two (2) work days unless otherwise authorized by the AAR.

If a second re-inspection is required, the Aviation Authority will assess an eighty (\$80.00) dollar fee to the Contractor. The eighty (\$80.00) dollar fee will be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice for that Cycle.

3.3 Inspections and Approval

- a. The Contractor shall provide daily work sheets stating area where work was accomplished, name(s) of personnel and hours worked. Upon completion, the AAR will inspect areas where work has been performed.
- b. The AAR shall sign off the daily work ticket when work is satisfactorily completed. Contractor must correct deficiencies noted during inspection following receipt of written notice of such deficiency which shall include the two day time frame for completion.
- c. Any work required beyond that which is specified herein shall be reported in advance to the AAR. At no time shall work beyond the scope be performed without prior written authorization from the AAR.

3.4 Work Hours

- a. Contractor shall normally perform work during Standard Work Hours that are between 7:00 a.m. and 4:00 p.m., Monday through Friday, excluding Aviation Authority's observed holidays.
- b. The Aviation Authority may require the Contractor to perform work during Non-standard Work Hours, which are between 4:01 p.m. and 6:59 a.m. Monday through Friday, and all day Saturday and Sunday. Non-standard Work Hours may be arranged with prior written approval of the AAR. Contractor shall advise AAR 48 hours in advance of its projected work schedule. Contractor shall perform no work during Aviation Authority observed holidays without the prior written permission of the AAR.
- c. In the event an emergency condition is declared by the Aviation Authority's Chief Executive Officer, Vice President of Facilities, or designee, the Contractor will perform work during such hours as specified by the Aviation Authority.
- d. The Contractor shall respond verbally by telephone to a written request by the AAR within twenty-four (24) hours of receiving the request, and shall commence replacement services within forty-eight (48) hours from the time AAR's written request is received by the Contractor.

3.5 Contractor's Performance Requirements

- a. Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract specifications, industry standards and manufacturers' specifications.
- b. The Contractor shall adjust and coordinate its activities to the needs and requirements of the Aviation Authority and perform its activities so as not to annoy,

disturb, endanger, unreasonably interfere with or delay the operations or activities of the Aviation Authority.

- c. Any work required beyond that which is specified herein shall be reported in advance to the AAR. At no time shall work beyond the scope be performed without prior written authorization from the AAR.
- d. Contractor shall advise the Aviation Authority as soon as practical of any defect or condition that may adversely affect this Contract work, including any defect or condition which is not covered under the scope of this Contract.
- e. Contractor shall utilize maximum safety precautions.

3.6 Safety and Protection

- a. The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any and all work performed. Contractor's personnel shall perform Work in a neat and professional manner.
- b. The Contractor shall be solely responsible for compliance with all safety regulations, Federal, State, and local laws or regulations, including but not limited to OSHA, Environmental Protection Agency (EPA), FDOT-MOT, or other agency requirements and take all necessary precautions for safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby.
- c. Contractor shall utilize maximum traffic safety precautions.
- d. Appropriate safety gear, including but not limited to, safety vests when working near roadways, approved sign structures warning vehicular traffic as defined by Florida Department of Transportation - Maintenance of Traffic (FDOT-MOT), and an appropriate fall protection system as required by Occupational Safety and Health Administration (OSHA), to all employees as necessary.
- e. Any employees found without proper safety gear will be asked to leave the property immediately and the supervisor and/or manager may receive a safety violation from the Aviation Authority as a result. There shall be no relief from the Contract requirements should this occur.
- f. Contractor shall report immediately to the AAR any spillage or dumping of hazardous materials on Aviation Authority's property. The Contractor shall also be responsible for the cleanup and any costs incurred for incidents caused by the Contractor.

- g. Contractor shall comply with Federal and State right-to-know laws if hazardous materials are used. The SDS (Safety Data Sheets) shall be made available to all workers and Aviation Authority's representatives.
- h. Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract specifications, industry standards and manufacturers' specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the Aviation Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Aviation Authority.

3.7 Traffic Control Plan

A proposed traffic control plan shall be submitted to the AAR for approval, two working days prior to starting work. **IF THE CONTRACTOR DOES NOT COMPLY WITH F.H.W.A.'S M.U.T.C.D. (I.E. SIGNS, QUALIFIED FLAGGERS AND/OR BARRICADES), THE AAR RESERVES THE RIGHT TO DIRECT THE CONTRACTOR TO CEASE OPERATION UNTIL DEFICIENCIES ARE CORRECTED.**

The Contractor shall comply with the most current edition of the F.D.O.T Accident Prevention Procedures Manual pertaining to employee safety and applicable Occupational Safety and Health Administration (O.S.H.A). The Contractor shall obtain copies of these publications by contacting the F.D.O.T. Maps and Publications Department in Tallahassee, O.S.H.A.

3.8 Regulations

- a. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- b. The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.
- c. Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between Contractor and its subsidiaries or related parties and its employees, including but not limited to the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- d. While working on airport property all Contractor's employees shall wear neat-appearing uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

- e. Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Contractor will have someone in attendance at all times who can communicate instructions to said employee.
- f. Contractor shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act. No employee shall be hired by a Contractor for work on Aviation Authority's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the Aviation Authority, if requested.
- g. Contractor shall transfer promptly from the Airport any employee or employees that the Aviation Authority advises are not satisfactory, and replace such personnel with employees satisfactory to the Aviation Authority; but in no event shall Aviation Authority be responsible for monitoring or assessing the suitability of any employee or agent of Contractor.
- h. The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at Orlando International Airport.
- i. The Contractor shall be responsible for ensuring that all articles found by its employees on Aviation Authority's premises are turned over to the Aviation Authority or the Aviation Authority's designated agent in charge of such articles.
- j. A valid Florida driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around Orlando International Airport.
- k. During the performance of this Contract, Contractor shall keep current and, if requested by the Aviation Authority, provide copies of any and all licenses, registrations, or permits required by applicable governing agencies. Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.

3.9 Mowing

Mowing shall include edging and trimming, litter/debris removal, and grass clipping removal as one line item. Any deficiencies not addressed by the Contractor by the time required under any released mowing cycle will be grounds to deny payment for the location affected. The Aviation Authority reserves the rights to deny payment for the whole

area if one or more of the items listed above are found deficient and not corrected during the mowing cycle.

- a. For this Contract a mowing cycle is defined as once every seven (7) days from April 1st through October 31st, and no less than once every fourteen (14) days from November 1st through March 31st.
- b. At the direction of the AAR additional mowing cycles may be requested.
- c. Turf shall be mowed using rotary mowers to a commercial finished height of three inches to four inches.
- d. Mowing excessively wet areas shall be avoided. No turf areas are to be line trimmed unless authorized by the Aviation Authority. Areas where large mowers are not practical or would damage property must be mowed using small walk - behind equipment.
- e. No gouges or scalping of turf will be allowed. Contractor shall ensure that all mower blades are kept sharpened at all times. Damaged or uneven surfaces, washouts or unsafe areas will be reported to Aviation Authority promptly. Contractor shall periodically alter mowing patterns to avoid rutting.
- f. Mowing around water structures, lakes, canals, drainage ditches, etc., shall be to water's edge at time of each mowing. Grass clippings must be prevented from entering retention ponds and water structures. Mowing shall be performed to a natural boundary, fence, road, or curb. Water levels are likely to fluctuate during the term of the Contract. If operating equipment near water's edge is unsafe, **Contractor shall be required to line trim down to water's edge.**
- g. Mowing over litter or debris will not be allowed. Each area must be policed prior to mowing.
- h. Contractor shall employ preventative methods to avoid thatch build-up (a spongy build-up of dead and living grass, shoots, stems and roots). Should for any reasons a sizable thatch layer of 1" to 2" develop, Contractor shall be responsible for its removal. Thatch removal shall be performed during March through August when the turf is rapidly growing. Verticutting using a vertical mower shall be used when removing thatch from St. Augustine and Bahia grass with 3" blade spacing. Any other methods considered for removing thatch must be approved by the Authority. All areas shall be cleaned and free of debris following de-thatching operation.
- i. Areas including curbs, gutters, walks, roads, and fence lines shall be raked, blown, vacuumed, and/or cleaned of excess clippings leaves, sticks, twigs, palm fronds, or any other debris on each maintenance day.
- j. Areas to be mowed are in and around public thoroughfares. Pedestrian and vehicular traffic exists throughout all areas to be maintained by Contractor. The

safety and convenience of the public is of paramount importance in the execution of the Contractor's obligations under the Contract. The Contractor shall not compromise public safety nor allow any condition that will endanger or inconvenience the public in the performance of its obligations under the Contract.

3.10 Edging and Trimming

- a. Contractor shall trim and properly edge all shrub, groundcover, and flowerbeds as well as tree rings, curbs, walls, sidewalks, etc., and remove clippings. Trimming and edging shall be executed **at every mowing cycle**. Damage to property or existing vegetation by improper trimming or edging shall be promptly repaired or replaced at Contractor's expense.
- b. Mechanical blade type edger will be used to vertically cut grass surfaces along curbs and bed lines to maintain a clean sharp appearance at all time. Edger blades shall be kept sharpened at all time.
- c. In addition to edged surfaces, all other structures such as fire hydrants, sign bases, light pole bases, columns, tree braces, fences, guardrails, drainage structures, etc., shall be trimmed each mowing cycle.
- d. Grounds, sidewalks, and other affected surfaces, shall be raked and cleaned of clippings, leaves, sticks, twigs, palm fronds, and all litter each maintenance day or as needed.
- e. Materials cleaned from grounds shall be disposed of each day in a Contractor provided container and disposal in accordance with Section 3.17, Trash and Debris Removal.

3.11 Weeding

- a. Weed control shall be performed in conjunction with the scheduled mowing cycles. Additional cycles for weed control may be requested by the AAR.
- b. Weeding shall consist of removal of weeds, undesirable grasses, or any extraneous plants. Weed control will be by hand **and/or** by spraying as required and as specified by the AAR. Weed control by hand and/or spraying shall be continuous through the Contract term.
- c. Landscape plant beds shall be weeded by hand as required.
- d. Contractor shall remove all vegetation at cracks, joints, gutters, and inlets, in retaining walls, roadway medians and in concrete and asphalt pavement surfaces within the project area as required each cycle.
- e. Contractor may use herbicides required for and recommended for the control of the type of weeds encountered in lawns, landscape beds, roadways and paved

areas, and drainage ditches and inlets. The manufacturer's written instructions shall be strictly adhered to for application rates, etc. Contractor shall control weeds in all turf areas as necessary and in compliance with all applicable laws and proper horticultural practices.

- f. Before any herbicides are used on the project site, Contractor shall notify the AAR the types to be used, application rates, application schedule and particulars with reference to chemical composition.
- g. Contractor shall inspect lawns, beds, and other landscape surface areas and repair all depressions, wash-outs, or other defects within the surfaces and systems of these areas.
- h. Landscape plant beds shall be weeded by hand as required each weeding cycle. All weeds and refuse shall be removed from the site the same day. Weed control by hand or spraying shall be continuous through the Contract term.
- i. Contractor is responsible for keeping drainage ditches and inlets within the landscape contract area free of nuisance weed species and other debris to assure proper drainage and to keep the landscape aesthetically pleasing. Contractor may remove nuisance species manually.

3.12 Pruning Shrubs, Groundcover and Ornamental Grasses

- a. Contractor shall prune, thin, and trim all shrubs and groundcover at least once every other month or as directed by the AAR to keep plant material healthy, to maintain the natural character of the species, to control shape and to prevent overcrowding.
- b. Pruning in general consists of the removal of dead, dying, broken, fungus infected, and insect infested and superfluous landscape material.
- c. Vines and groundcover plants shall require periodic cutting to encourage lateral growth.
- d. All lawn and shrub areas damaged by pruning equipment shall be promptly restored at Contractor's expense.
- e. Pruning may be required from time to time to remove debris damaged by storms or vehicles, nuisance growth that obstructs vision, traffic signage, vehicle traffic, walks, lighting, and tramways.

3.13 Fertilization

- a. The Contractor shall provide Aviation Authority with a complete fertilization program prior to application of any product.

- 1) The program shall include information on what products are to be used for each type plant material, application rates, and methods of application, recommended times for application and any other information deemed necessary or informative.
 - 2) A copy of the fertilization schedule shall be made available to the AAR at the start of the Contract.
- b. Contractor shall notify the AAR seven (7) days in advance of any fertilization application for the project site work areas.
 - c. All Fertilizer application signage shall be removed within seven (7) days of application.
 - d. All necessary barriers/signage shall be Contractor's responsibility (i.e. acquisition, erection and removal).
 - e. Contractor shall ensure that the automatic irrigation system is operational during fertilization application to avoid burn. Contractor shall be responsible for any damages. Any plant material damaged by over fertilizing or by the use of an incorrect type of fertilizer shall be replaced within one (1) week of the damage at Contractor's expense.
 - f. Contractor shall provide the AAR with soil analysis reports to determine fertilizer composition and if soil additives are required when a problem develops in a landscape area using UF/IFIS Extension Instruction, **December 2019**. The form can be downloaded: <https://edis.ifas.ufl.edu/pdf/files/SS/SS59500.pdf>
 - g. All fertilizer shall be of uniform consistency. Fertilizer shall be kept in a free flowing condition at all times for equal distribution. Fertilizer shall be delivered in unopened bags or containers and fully labeled with the manufacturers' analysis. Fertilizer, which has become damp or caked, is not acceptable for use.
 - h. All turf areas shall be fertilized two (2) times per year minimum (early spring, and fall). Application shall proceed continuously once begun until all areas have been completed. There shall be a minimum of one pound of nitrogen per 1,000 square feet per application. Supplemental liquid fertilization applications may be required to green up off colored turf areas.
 - i. Small areas of turf adjacent to paved areas shall have fertilizer applied with a drop spreader to prevent fertilizer from being thrown on hard surfaces. In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining.
 - j. The fertilizer for all trees, palms, shrubs and groundcover shall be a commercial grade with 50% of available nitrogen in slow release form with an organic based carrier and a complete minor elements package as determined by soil tests.

- k. Trees shall be fertilized in spring, and early fall, in the following amounts:

<u>Caliper (Diameter)</u>	<u>Pound of Fertilizer</u>
2"	3
3"	6
4"	10
5"	15
6" or more	4 lbs. per inch of diameter

- l. Contractor shall spread the fertilizer under foliage canopy. Note - Contractor shall alert the AAR seven (7) days in advance of fertilization of any and all of the project site work areas.
- m. All shrubs and groundcover shall be fertilized by spreading over beds in spring and fall at the following rate:

(1-1/2 to 3 lbs. per 100 square feet)
- n. Palms shall be fertilized during spring and fall. The palm fertilizer shall be broadcast under foliage canopy at the rate of 1 lb. per inch of palm trunk diameter.
- o. Canary Date Palms (specimen) require supplemental fertilization with minor elements including magnesium, sulfur, and trace amounts of zinc, copper and boron.

3.14 Disease And Insect Control Revised Per Addendum 1

- a. Contractor shall be responsible to safeguard all users, pedestrians, automobiles, and restricted areas, which may be affected by disease and insect infestation. All necessary barriers shall be Contractor's responsibility (i.e. acquisition, erection and removal).
- b. Application signage shall be removed within seven (7) days of application.
- c. ***The primary spray technician shall be a limited certification holder from the State of Florida Department of Agriculture and Consumer Services, with a minimum of three (3) years spray experience on a project of similar scope and size, and shall be pre-approved by the AAR.***
- d. ***In addition the Landscape Company must have a Pest Control License and Certificate for Lawn and Ornamental from the State of Florida Department of Agriculture and Consumer Services.***
- e. Contractor shall notify the AAR in written e-mail prior to any chemical spraying. The written e-mail shall include, date, time, location, and type of spraying operation to be performed. Contractor shall use and identify a non-toxic dye color to identify the application.

Revised per Addendum 1

- f. Upon identification and confirmation of a disease or insect problem requiring treatment, the proper pesticide or pesticides shall be applied as needed on a spot treatment basis, using the least toxic effective pesticide to control the infection or infestation on a monthly basis (twelve times per year). **In addition, the Contractor shall provide the AAR a monthly report of findings and application applied.**
- g. At any time during the term of the Contract the AAR feels the Contractor does not have a disease or insect problem under control, the AAR can require the Contractor to solicit expert's advice from a horticultural consultant at the Contractor's expense.
- h. Contractor shall maintain a preventative program for all palms and including treatment for palm weevils at a minimum of two times per year, ~~excluding Sabal Palms.~~
- i. Damage to plant material due to improper spray application or lack of pest control shall result in replacement of that material at Contractor's expense.

3.15 Irrigation

- a. The Contractor shall have 45 calendar days from date of Contract, on or about October 1, 2023 to provide an inventory assessment of the irrigation system. Upon completion of the inventory assessment Contractor shall provide a full inventory of all irrigation parts on the system(s) and repair/maintenance plan of all items found during the assessment that are not functioning properly on the Aviation Authority's irrigation system and submit it to the AAR. The Aviation Authority shall have the option to reimburse the Contractor for the repairs or will allow a Third Party to make repairs.
- b. Beginning on day 46 of the Contract, Contractor shall be responsible for all irrigation parts and irrigation maintenance of all main lines 8" diameter and below that were not identified during the inventory assessment.
- c. During the Contract term, including any extension, the Contractor shall be responsible for monitoring of and maintenance to the Aviation Authority's irrigation system to assure that all areas are watered in accordance with good horticultural practices. Prudent judgment shall be used when watering to prevent spray water from hitting vehicular and pedestrian traffic.
- d. The Contractor shall provide, on a monthly basis, a daily log of the maintenance performed on the irrigation system, including parts used, repairs made, fuses, valves and controllers completed by identification numbers or letters utilizing a Monthly Inspection Form as provided by the AAR.

- e. All irrigation parts and repair/maintenance to the Aviation Authority's irrigation system shall adhere to GOAA spec #02810. Suitable substitutions may be accepted by the AAR.
- f. The Contractor shall make repairs to the Irrigation System within a 24 hour time period after notice from the Aviation Authority or as directed by the AAR.
- g. The Contractor shall be responsible for the routine maintenance of the irrigation system by manually and electronically operating each electrical valve for each zone in the irrigation system and monitoring all the items as specified **below**. Maintenance shall be performed and includes, but is not limited to:
 - 1) Adjusting and repairing all heads for proper operation and direction for 100% coverage and to ensure that they do not spray into or across roadways, walkways, or any other vehicular or pedestrian areas. All heads shall be adjusted to accommodate for plant and turf growth that may hinder the operation of the sprinkler heads.
 - 2) All zone lines (all lines downstream of electrical valves) eight inch (8") or under that are leaking or broken shall be repaired in a timely manner to prevent washout and contamination of lines or leaks. All restoration of landscape shall be performed promptly.
 - 3) Electrical valves, fuses, quick couplers, air relief valves, gate valves and timers shall be repaired or replaced within 48 hours or as directed by the AAR.
 - 4) All main lines (pressurized) that are broken or damaged shall be shut off or isolated immediately. Main lines 8" or less in diameter shall be repaired or replaced by Contractor within 24 hours or as directed by the AAR. The Contractor shall promptly report to the AAR any damage or problem relating to any pressurized main line, which is greater than 8" in diameter. Repairs to lines greater than 8" in diameter shall be submitted to the AAR for approval prior to work being completed.
 - 5) All boxes pertaining to irrigation system (Cla-Val or electric valves, fuses, quick couplers, air relief valves, gate valves, etc.) shall be maintained in a manner that is easily accessible, highly visible, at a proper height, and in a safe condition. All steel gate valve box lids shall be kept painted purple for reclamation water. Lids are to be re-labeled as necessary to remain legible.
 - 6) Controllers shall be maintained in a manner to ensure safety, easy access, and shall be kept clear at a minimum of 18" around the pedestal. Lids to controller and pin connectors for Remote Bird shall remain closed and locked when unattended. Controllers shall remain in control of system with correct times maintained unless approved by the AAR. Any labels on

controller shall remain legible. Pest control of the control boxes shall be performed by means of placement of mothballs in each controller, unless otherwise approved by the AAR.

- 7) Contractor shall be responsible for providing any supplemental watering of newly planted or existing landscape material.
 - 8) The Contractor shall selectively hand water all areas necessary, or as instructed by the Aviation Authority, in order to maintain vigorous, healthy plant life.
 - 9) Contractor shall repair all zone irrigation lines with Uniweld Turf Tite 2400 blue professional grade PVC plastic pipe cement or equivalent to be approved by the AAR. Prior to applying glue, Contractor shall repair pipe using Uniweld 8700 purple primer or equivalent to be approved by the AAR.
- h. If the irrigation system is damaged as the result of Contractor's maintenance activities or failure to provide proper maintenance, the Contractor shall be responsible for all parts (to included fuses), materials and labor to promptly perform repair to Aviation Authority's satisfaction. The Contractor shall be responsible for maintaining proper elevation on all irrigation system components so as to prevent damage by maintenance activities and/or vehicles.
- i. At the discretion of the Aviation Authority, irrigation may be suspended temporarily during high winds, freezing or any adverse conditions caused by such sprinkling. Should changes to the irrigation system computer program be desired, the Contractor shall submit a written request for these changes to the Aviation Authority for review, approval and implementation. Programming changes to the irrigation system computer shall be the responsibility of the Aviation Authority. The Aviation Authority intends to repair any problems with the irrigation system computer programming within 48 hours.

3.16 Products

a. Mulch Pine Bark

- 1) All plant beds and tree rings shall have a 3" layer of top grade pine bark shall be maintained by Contractor. Pine bark shall be replaced by Contractor to proper depth two (2) times per year or when found necessary by the AAR. Pine bark will be placed and completed within forty-five (45) days of the specific order.
- 2) Samples will be provided to Aviation Authority for approval prior to placement. All pine used by the Contractor shall be weed, seed and pest free, including free of fire ants.

- 3) Any damage caused to landscape areas during the installation of pine bark, soils or sand shall be repaired by the Contractor at Contractor's cost.

b. Replacement of Plant Material

- 1) Contractor shall be responsible for replacing, at no cost to the Aviation Authority, any plant materials that die or are damaged beyond acceptable condition as a result of improper or negligent maintenance practices. Replacement plant material shall be identical to original plant material and must be approved by the AAR prior to replacement.
- 2) In the event plant materials die or are damaged beyond an acceptable condition, as determined by the Aviation Authority, due to no fault of the Contractor (i.e. vehicle damage, vandalism, act of God, etc.) the AAR may request a proposal from the Contractor to replace the unacceptable plant material based on the unit plant prices and the additional work hourly labor rate provided in the bid form section of the Contract.
- 3) The Contractor shall include in its proposal price any cost that may be incurred in the installation of the material including, but not limited to, the removal of the unacceptable material, delivery, prep work, installation, and supplemental watering.
- 4) The AAR must approve all plant material. Upon installation of the plant material, the Contractor accepts full responsibility for the survivability of the replacement plant material.
- 5) Contractor shall maintain all staking, guying, flag ribbons, etc., on newly installed plant materials in sound structural and supporting integrity and shall remove all staking and guying, flag ribbons, etc. as directed by the AAR.
- 6) The Contractor shall upon removal of any plant, tree, shrub, or other landscape material, leave the affected area in a safe and hazard free condition. This shall include any hazard warning or barrier system required to temporarily provide safety measures until permanent repairs are complete.

c. Annuals

- a. Contractor shall be responsible for furnishing, installing, and maintaining four-inch (4") pot size annuals as specified and/or directed by the AAR.
- b. The annual beds provided by the Contractor shall have a minimum of 3" top layer of existing soil removed from each bed once per year or as directed

by the AAR. The Contractor shall top dress the annual beds with a 4 inch layer of new planting soil.

- c. If annual plantings fail due to lack of or improper maintenance, the Contractor shall be responsible for replacing such plants/materials at Contractor's expense. Contractor shall be responsible for adding and/or mixing soil to annual beds between plantings due to natural attrition. The Contractor shall ensure proper drainage in all areas are maintained in order to prevent plant failure.

3.17 Trash and Debris Removal

- a. Contractor shall have a **dedicated landscape technician (s)** who shall perform complete and continuous policing and litter pick-up including debris along the water's edge during each mowing cycle and daily during the Standard Work Hours Schedule for the landscape areas and parking areas covered under this Contract.
- b. ***On an as needed basis the Aviation Authority, may request an additional trash day for Saturday's only per parking lot.***
- c. If it is found that excessive trash and debris in landscape areas is the result of another facility or property, the AAR shall be notified to ensure the responsible party is informed.
- d. All debris such as, but not limited to, papers, bottles, cans, sticks, palm fronds, leaves, grass clippings and cigarette butts, shall be removed from all areas before each mowing, and whenever deemed necessary by the Contractor or the AAR to maintain neat, clean appearance. Contractor will remove all dead trees, palms, broken limbs or branches immediately upon notification by the AAR or upon routine inspection of grounds.
- e. Collected debris from mowing shall be disposed of each day in a Contractor provided container. All weeds and refuse shall be removed from the site the same day. All cuttings shall be removed from the job site at time of pruning and disposed of each day in Contractor provided container.
- f. At the completion of daily work, the Contractor shall remove all waste materials, and debris from and about the premises as well as all tools, equipment, and surplus materials, and leave the site clean and ready for occupancy by the Aviation Authority.
- g. The Contractor shall dispose of all debris offsite and according to applicable laws and regulations. No unauthorized dumping on site will be allowed.

3.18 Lighting

The Contractor shall keep all landscape accent lighting free of debris including, but not limited to, grass clippings, pine bark and pine straw, soil and insects. Contractor shall be responsible for readjusting any lights knocked out of adjustment due to maintenance and for any damages to the lighting caused by the Contractor.

3.19 Contractor's Tools and Equipment

- a. The Contractor's tools and equipment shall be in good state of repair, safe to use, and shall be used in the manner in which they were intended. All tools and equipment shall be maintained by Contractor in good working order and in first class appearance.
- b. Contractor cannot park any vehicle or equipment when not in use on any work area where such vehicle or equipment will be visible to the public. Any vehicle or equipment that becomes inoperative or that ceases to work properly must be removed from the work area immediately.
- c. Contractor shall be responsible for providing all equipment required for performing the mowing, edging, trimming, weeding, tree pruning including, but not limited to, proper safety equipment, cherry picker, ladders, chainsaws, and hand pruners.
- d. Equipment Inspection - The Aviation Authority shall have the right, but not the obligation, at any time to examine all equipment, vehicles, spray apparatus, tools, materials and supplies used by the Contractor, or by its officers, subcontractors and agents in the performance of the Contractor's obligations under the Contract. If the Aviation Authority determines that any such item is unsafe or not in good working condition, the Aviation Authority has the right to direct the Contractor to remove it from service and repair or replace promptly.
- e. Each of the Contractor's motor vehicles brought onto the Aviation Authority's premises shall have the Contractor's business name and/or logo prominently displayed on both front doors of such vehicle.
- f. The Contractor, at its sole expense, shall provide at a minimum the following equipment for its irrigation personnel:
 - 1) Vehicle(s)
 - 2) Cell Phone

3.20 Contractor's On-Site Communications

The Contractor shall provide, at its sole cost inclusive of any and all maintenance costs, Contractor communication devices such as, but not limited to, mobile devices, cellular devices, and/or radio equipment. The on-site supervisor at a minimum must have cellular devices for communicating with the Aviation Authority.

3.21 Contractor's Personnel

- a. **The Contractor's Manager and Landscape Crew engaged for this Contract shall be full-time, regular personnel for this Contract.**
- b. On-Site Manager
 - 1) The On-Site Manager shall be assigned to this Contract by the Contractor to fulfill its obligations. The Contractor further agrees that the On-Site Manager assigned to the Contract shall remain available as long as the individual is employed by the Contractor until the term is completed.
 - 2) The On-Site Manager for this Contract shall be a full-time employee of Contractor based at the terminal complex and shall devote his/her time exclusively to managing Contractor's operations related to this Contract at the Orlando International Airport.
 - 3) The On-Site Manager shall possess an Associate's Degree in Horticulture Science related field, or equivalent education and training, and must have five (5) years' experience in supervisory capacity involving projects, which demonstrate the experience and skill necessary to manage the work to be performed under the Contract.
 - 4) The On-site Manager shall be responsible for assuring the Aviation Authority that the work being performed by the Contractor is in accordance with the Contract.
 - 5) **The On-site Manager shall represent the Contractor in the performance on the Contractor's obligations under the Contract, and all instruction and notices given by the Aviation Authority to the On-site Manager shall be as binding as if given to the Contractor, and all statements made by such On-site Supervisor/Manager and/or designee shall be as binding as if made by the Contractor.**
 - 6) The Contractor's On-site Manager shall be available to the Aviation Authority at any time in the event of an emergency condition is declared by the Authority's Chief Executive Officer, Director of Maintenance, or their designees. The On-site Manager and any replacement shall be subject to the Aviation Authority's prior written approval.
- c. Landscape Crews
 - 1) The Contractor will assign only qualified, trained, competent, and reliable personnel to perform the services.
 - 2) The use of "short term temporary" or casual "day labor" will not be permitted.

d. Lead Irrigation Technicians

- 1) Contractor shall have qualified personnel assigned to this Contract with at least three (3) years' experience in irrigation maintenance who shall be knowledgeable of Rainbird irrigation equipment. Also, the irrigation personnel must be knowledgeable of the Base Line Irrigation System.
- 2) Qualification of the Lead Irrigation Technicians shall be provided to the AAR for pre-approval. In addition, Contractor shall provide an irrigation crew of a minimum of two (2) full time irrigation technicians to work solely on the irrigation system.

e. Certified Pesticide Operator

- 1) The Contractor shall have a Certified Pesticide Operator (CPO) licensed individual on-site to oversee all spraying operations and to monitor the Contract area for insects and diseases.
- 2) **Contractor shall provide a copy of current Certified Pesticide Operator's License to the AAR.**

3.22 Items Provided by the Aviation Authority:

- a. The Aviation Authority will supply the Contractor with water needed by the Contractor to perform its maintenance obligations. The Aviation Authority will designate location of accessible water supply. The Aviation Authority will provide circuit cards for irrigation controllers as required.
- b. The Aviation Authority will provide the Contractor, at no cost to the Contractor with employee parking in such a location as the Aviation Authority shall determine at its sole discretion.
- c. All ice and other needs for the employees shall be provided by the Contractor and shall not be taken from the Aviation Authority facilities.

3.23 Parking

The Aviation Authority will identify locations where Contractor vehicle parking will be available. If there is a cost associated with parking, those costs shall be paid by the Contractor or Contractor's employee. Policy will be available upon award.

3.24 Use of Premises

During the progress of the work specified herein, the Contractor shall keep the premises free from accumulation of waste materials and other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials and debris from

and about the premises, as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the Aviation Authority.

3.25 Additional Work

- a. “Additional Work” shall refer to additional landscape maintenance as directed by the AAR.
- b. “Additional Work” shall also refer to irrigation repairs on all lines above eight (8) inches in diameter plus parts.
- c. “Additional Work” shall also refer to the removal / disposal of vegetative debris directly caused by a hurricane, tropical storm or by a tornado that has been confirmed by the National Weather Service.
- d. “Any Additional Work” shall be performed only upon written authorization of the AAR or designee.

3.26 Exhibits

Exhibits are attached hereto and incorporated herewith.

Exhibit “1”– Maps 1 thru 6

Exhibit “2”– GOAA Irrigation Spec #02810

Exhibit “3”– *Plant Tree Inventory*

4.0 AVIATION AUTHORITY STANDARD TERMS AND CONDITIONS

4.1 Awards

As the best interest of the Aviation Authority may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. Contractors are cautioned to make no assumptions unless their Bid has been determined as meeting the Minimum Requirements and being responsive and responsible. All awards made as a result of this Bid shall conform to applicable policies of the Aviation Authority.

4.2 Additional Terms & Conditions

The Aviation Authority reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original special conditions and/or the terms and conditions.

4.3 Purchasing Contracts With Other Governmental Entities

Aviation Authority permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting Contract will be responsible for execution of its own requirements with the awarded Contractor(s).

4.4 Lobbying Statement

All firms are hereby placed on notice the Aviation Authority Board and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the Aviation Authority staff and/or Committee/Board member (with the exception of designated Purchasing Agent). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation for Bid; and written correspondence concerning Bids may be submitted to the Purchasing Department. An appropriate official or employee of the Aviation Authority may initiate communication with a Bidder in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Any official communication from a Bidder during the Bid process should be submitted in writing to the **GOAA Annex Building, Purchasing Department, 5855 Cargo Road, Orlando, FL 32827- 4399**, or to the email address as directed during the Bid process. A copy of the Administration Policies (Sections 180.01 and 180.03) are available upon request from the Chief Administrative Officer. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state

holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. (F.S. 287.057 (23))

4.5 Whistle Blower Reporting Line

The Aviation Authority is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste or abuse. The Aviation Authority has established a Whistle Blower Reporting Line with a third-party service provider as a means for employees, Contractors, vendors, tenants and the general public to report suspected fraud, waste or abuse in connection with Aviation Authority operations. Should Contractor suspect any fraud, waste or abuse in connection with any work under this Contract, including any work of its Subcontractors or laborers, it shall promptly report such activity at 877-370-6354, through email: GOAA@integritycounts.ca, or through the online reporting form at <http://www.integritycounts.ca>. The Contractor shall include this reporting requirement in all subcontracts and vendor agreements. The Contractor is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

4.6 EEO Statement

Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. The Aviation Authority is an equal opportunity employer.

4.7 Federal Fair Labor Standards Act

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

4.8 Occupational Safety And Health Act of 1970

All Contracts and Sub-Contracts that result from this Contract incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor (also known as Consultant) must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their Subcontractor's compliance with the applicable requirements of the Occupational Safety

and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

4.9 Discounts

All discounts, **EXCEPT THOSE FOR PROMPT PAYMENT**, shall be considered in determining the lowest net cost for Bid evaluation purposes.

4.10 Pricing

All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Aviation Authority under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Aviation Authority Board.

4.11 Incurred Cost

The Aviation Authority is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this request for Bid are entirely the obligation of the Contractor and shall not be chargeable in any manner to the Aviation Authority.

4.12 Taxes

The Aviation Authority is exempt from Federal excise taxes and all sales taxes.

4.13 Errors

In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Contractor's total offer will be adjusted accordingly.

4.14 Silence of Specifications

The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided.

4.15 Assignment

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the Aviation Authority's prior written consent, which consent may be granted or withheld in the Aviation Authority's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation, change in federal identification number or, any change in ownership of or power to vote a majority of the

outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the Aviation Authority's prior written consent, the Aviation Authority shall be entitled to terminate this Contract. Assignments require at least sixty (60) days prior notice.

4.16 Indemnification

The successful Contractor shall indemnify, defend and hold completely harmless the Aviation Authority and the City of Orlando, Florida ("City"), and the members (including, without limitation, members of the Aviation Authority's Board and the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing: (a) by reason or on account of damage to or destruction or loss of any property of Aviation Authority or the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of Contractor's directors, officers, agents, employees, Subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by Aviation Authority's negligence or by the joint negligence of Aviation Authority and any person other than Contractor or Contractor's directors, officers, agents, employees, Subcontractors, licensees, or invitees, or (b) arising out of or in connection with the failure of Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by Contractor, or (c) arising out of or in connection with any claim, suit, assessment or judgment prohibited by this condition or in favor of any person described in below, or (d) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, Subcontractors, licensees or invitees. Aviation Authority agrees to give Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, Contractor shall engage counsel reasonably acceptable to Aviation Authority. In any suit, action, proceeding, claim or demand brought in respect of which the Aviation Authority may pursue indemnity, the Aviation Authority shall have the right to retain its own counsel. The fees and expenses of such counsel shall be at the expense of the Aviation Authority unless the Contractor and the Aviation Authority shall have mutually agreed to another arrangement. In the event Contractor fails, within a reasonable time to retain counsel satisfactory to the Aviation Authority, the Aviation Authority may retain counsel and Contractor shall be responsible for such legal fees, costs and expenses. In the event, the Aviation Authority and the Contractor are both

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

4.17 Patents and Royalties

The Contractor, without exception shall indemnify and save harmless the Aviation Authority and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Contract, including its use by the Aviation Authority. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without

exception that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.

4.18 Software License to Contractor

If this purchase is for the license of software products and/or services, and unless otherwise agreed, Contractor hereby grants to the Aviation Authority , a perpetual, irrevocable, nonexclusive, nontransferable, royalty free license to use the software. This software is “proprietary” to Contractor, and is licensed and provided to the Aviation Authority for its sole use for purposes under this Contract and any attached work orders or invoices. The Aviation Authority may not use or share this software without permission of the Contractor; however, the Aviation Authority may make copies of the software expressly for backup purposes.

4.19 Warranty Against Infringement of Intellectual Property

Contractor warrants that the goods or services do not infringe upon or violate any United States patent, copyright, or trade secret. Contractor will defend at its expense any action against the Aviation Authority or the Aviation Authority as licensee to the extent that it is based on a claim that goods used or services provided used within the scope of the license hereunder infringe upon a United States patent, copyright or trade secret, and Contractor will pay any and all costs and damages finally awarded against the Aviation Authority or the Aviation Authority as licensee in such actions which is attributable to such claim. Should the products or services become, or in Contractor's opinion be likely to become, the subject of any claim of infringement, Contractor shall either: (a) procure for the Aviation Authority the right to continue to use the goods or services; or (b) modify the goods or services to make them non-infringing, provided that such modification does not materially adversely affect the Aviation Authority's authorized use; or (c) replace the goods or services with equally suitable, compatible, and functionally equivalent non-infringing goods or services at no additional cost to the Aviation Authority; or (d) if none of the foregoing alternatives is reasonably available to Contractor, terminate this Contract and refund to the Aviation Authority the payments actually made to Contractor under this Contract.

4.20 Optional Ownership of Work Product

Contractor agrees that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared, conceived, made or suggested by the Contractor for the Aviation Authority pursuant to a Work Order, including all such developments as are originated or conceived during the term of the Contract and that are completed or reduced to writing thereafter (the “Work Product”) and Contractor acknowledges that such Work Product may be considered “work(s) made for hire” and will be and remain the exclusive property of the Aviation Authority. To the extent that the Work Product, under applicable law, may not be considered work(s) made for hire, Contractor hereby agrees that this Contract effectively transfers, grants, conveys, and assigns exclusively to the Aviation Authority, all rights,

title and ownership interests, including copyright, which Contractor may have in any Work Product or any tangible media embodying such Work Product, without the necessity of any further consideration, and Aviation Authority shall be entitled to obtain and hold in its own name, all Intellectual Property rights in and to the Work Product. Contractor for itself and on behalf of its Contractors hereby waives any property interest in such Work Product.

4.21 Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI)

In the course of performing the Contract work, Contractor may gain access to Sensitive Data Types including but not limited to Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI), Financial Information and/or other confidential information of the Aviation Authority. Contractor agrees to hold such information in confidence and to make such information known only to its employees, affiliates, agents, Subcontractors, and sub-consultants who have a legitimate need to know such information and who are under a similar obligation of confidentiality. The Contractor shall seek the Aviation Authority's prior written consent before releasing, disclosing, or otherwise making such confidential information available to any other person. This provision shall not apply to information required to be released by applicable law, legal subpoena, or other lawful process. The Contractor must notify the Aviation Authority as soon as practicable in the event Contractor is notified of or discovers any compromise and/or breach or suspected breach, such as unauthorized access to, theft of, misuse of and unintentional releases or of any security/sensitive data types, or confidential information of the Aviation Authority and/or Individuals ("Data Breach") involving Contractor controlled systems such as, but not necessarily limited to, web sites, transmission infrastructure, voice response unit, and retrieval and storage systems. This notification should include, to the extent known, the type of Data Breach, type of data compromised and/or breached, and results of any forensic investigation. To the extent Contractor is responsible for the Data Breach and upon mutual agreement of the parties, Contractor shall be responsible to implement, in coordination with the Aviation Authority, a commercially reasonable Remediation Plan to address and respond to a Data Breach. Such commercially reasonable "Remediation Plan" will include certain administrative requirements associated with addressing and responding to such Data Breach to the extent necessary under the circumstances, and may include but is not necessarily limited to: (i) preparation and mailing or other transmission of legally required notifications, (ii) preparation and mailing or other transmission or communication to impacted Individuals such as may be required by applicable law or regulation; (iii) offering potentially impacted Individuals the opportunity to enroll in a credit monitoring service offered by a vendor of Contractor's choice for a two-year period, or other period as required by applicable law, at no charge to the impacted Individuals; and (iv) payment of applicable reasonable legal, audit, accounting and administrative expenses associated with the investigation, notifications and recovery arising from the Data Breach. The remedies provided for in the Remediation Plan shall be in addition to any other remedies available to the Aviation Authority under this Contract. The provisions of this Section shall survive the expiration or earlier termination of the Contract.

4.22 Training

If specified, supplier(s) may be required at the convenience of the Aviation Authority, to provide employees training in the operation and maintenance of any items(s) purchased from this Solicitation.

4.23 Acceptance

Items may be tested for compliance with the Specifications. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Any increase in cost may be charged against the Contractor.

4.24 Safety Warranty

The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

4.25 Warranty

The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this Solicitation shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Aviation Authority by any other provision of this Solicitation.

4.26 Conflict of Interest

The award hereunder is subject to provisions of the laws of the State of Florida. All Contractors must disclose with their bid the name of any officer, director, or agent who is also an employee of the Aviation Authority. Further, all Contractors must disclose the name of any Aviation Authority employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Contractor's firm or any of its branches.

4.27 Drug-Free Workplace

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the Aviation Authority for the procurement of commodities or Contractual services, a Bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat. shall be given preference in the award process.

4.28 Discriminatory Vendor List

An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a Contract to provide goods or services to a public entity, shall not submit a Bid on a Contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a Contractor, supplier, Subcontractor, or consultant under any Contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

4.29 Public Entity Crimes

All Contractor are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a Contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently \$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

[Convicted Vendor List / Vendor Registration and Vendor Lists / State Agency Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#)

4.30 Scrutinized Companies

Awarded Contractor shall certify that it and its Subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its Subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. For Contracts of any amount, if the Aviation Authority determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Aviation Authority shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Aviation Authority's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the Aviation Authority may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the Aviation Authority determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Aviation Authority shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Aviation Authority's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the Aviation Authority may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these Contracting prohibitions, this section shall become inoperative and unenforceable.

4.31 Licenses and Certifications

The awarded Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. The successful Contractor is responsible for obtaining all permits necessary to perform the services. The Aviation Authority does not exempt itself from permitting requirements.

4.32 Subcontractors

The Contractor shall be fully responsible for all acts and omissions of the Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by the Contractor. In the event a qualified Subcontractor is employed, the Contractor shall:

- a. Obtain approval in advance by the Aviation Authority.
- b. Continuously monitor the Subcontractor's performance and shall remain fully responsible to ensure that the Subcontractor performs as required and itself perform or remedy any obligations or functions which the Subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent a Contractor from using the services of a common carrier for delivering goods to the Aviation Authority.
- c. To the extent feasible, the provisions of this Contract shall apply to any such Subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any Subcontractor a party to this Contract, nor make such Subcontractor a third party beneficiary hereof.
- d. The Aviation Authority may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a Subcontractor) shall be submitted to the Aviation Authority by the Contractor and the Aviation Authority shall pay all compensation to the Contractor.
- e. It shall be the sole responsibility of the Contractor to deal with a Subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the Aviation Authority have any obligation or liability hereunder to any Subcontractor, including, in particular, any obligations of payment.

- f. If the Contractor has qualified as an MWBE or LDB program participant with respect to this Contract, Contractor may not subcontract the performance of services hereunder to an entity that has not received MWBE or LDB certification, unless the MWBE and LDB Participation Goals are separately met by a qualified portion of the Contract being performed by the Contractor or by one or more other Subcontractors that are MWBE and/or LDB certified.

4.33 Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Aviation Authority employee. Only those communications, which are in writing from an authorized Aviation Authority representative, may be considered. Only written communications from Contractors, which are signed by a person designated as authorized to bind the company, will be recognized by the Aviation Authority as duly authorized expressions on behalf of the Contractor.

4.34 Litigation Venue

All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Orange County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.

4.35 Addition, Deletion, or Modification of Services

The Aviation Authority reserves the right at its sole discretion to increase, decrease, or delete any portion of the Scope of Services of this Contract at any time without cause, and if such right is exercised by the Aviation Authority, the total fee shall be reduced or increased by a prorated basis. If work has already been accomplished on the portion of the Contract to be increased, decreased, or deleted, the Contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the Aviation Authority and the Contractor upon completion of such portion.

4.36 Operation During Dispute

In the event the Aviation Authority has not canceled the Contract in accordance with the terms of the Contract, and there remains a dispute between the Contractor and the Aviation Authority, the Contractor agrees to continue to operate and perform under the terms of the Contract while such dispute is pending. Further, the Contractor agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate until the final adjudication of such suit by the court.

4.37 Funding

Obligation of the Aviation Authority for payment to a Contractor is limited to availability of funds appropriated in a current fiscal period, and continuation of contract into a

subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

4.38 Contract Termination

The Contract resulting from this Bid shall commence upon issuance and acceptance of the fully executed Contract. The Aviation Authority retains the right to terminate the Contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by the Aviation Authority, provided herein, the awarded Contractor shall be paid for services performed through the date of termination.

a. Termination for Cause

- 1) If, through any cause, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Contractor shall violate any of the covenants or stipulations of this Contract, the Aviation Authority shall thereupon have the right to terminate this Contract by giving written notice to Contractor of such termination and specifying the effective date.
- 2) Notwithstanding the above, Contractor shall not be relieved of liability to the Aviation Authority for damages sustained by the Aviation Authority by virtue of any breach of this Contract by Contractor, and the Aviation Authority may withhold any payments to Contractor for the purposes of set-off until such time as the exact amount of damages due the Aviation Authority from Contractor is determined. This provision shall survive the termination of this Contract and shall not relieve Contractor of its liability to the Aviation Authority for damages.

b. Termination for Convenience of Aviation Authority

The Aviation Authority may terminate this Contract at any time for any reason or no reason at all by giving at least thirty (30) days' notice in writing to the Contractor. If the Contract is terminated by the Aviation Authority as provided herein, Contractor will be paid for the services performed through the Termination Date.

c. Termination for Convenience of Contractor

Contractor may terminate this Contract by giving at least one hundred eighty (180) days' notice to the Aviation Authority. Upon receipt of notice of termination by the Aviation Authority from the Contractor, Contractor shall perform the services through the end of Termination Date and shall be paid for the services performed through the Termination Date.

4.39 Contractor Responsibilities

Contractors, by submitting a Bid, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and the Aviation Authorized Representative (AAR), and that telephone contact and mail correspondence may, in some cases, not be appropriate. Aviation Authority approved representatives of the Contractor shall be available to meet with the AAR, as may be required, to accomplish the Aviation Authority's objectives as effectively and efficiently as possible, during all phases of this agreement/Contract/Bid.

4.40 Supervision of Contract Performance

During the term of this Contract, the AAR or designee, shall act on the behalf of the Aviation Authority, but in no event shall the AAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes. These must be approved by the Aviation Authority's Chief Executive Officer or the Aviation Authority Board depending on the circumstances.

4.41 Monitoring of Work

The Contractor shall provide the AAR with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the Contract. The Contractor shall designate, in writing, a person to serve as liaison between the Contractor and the Aviation Authority.

4.42 Prompt Payment

For payment promptness, the Aviation Authority shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. Aviation Authority does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment. Contractor shall submit for payment by the Aviation Authority the amounts billed to Contractor by Subcontractors in the billing/payment request submitted first after receipt of the applicable Subcontractor invoice. Contractor shall remit payment to Subcontractors/suppliers, based upon Subcontractors/suppliers invoice, not later than seven (7) days following receipt of payment from the Aviation Authority if Aviation Authority makes payment through an electronic funds transfer, and not later than fifteen (15) days from payment by the Aviation Authority if Aviation Authority makes payment

through a paper draft or check. Contractor may not submit to the Aviation Authority for payment any amount based on an invoice of a Subcontractor that Contractor disputes. Contractor shall notify the Aviation Authority promptly of any subcontract/supplier dispute.

4.43 Right To Audit Records

In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the Aviation Authority, and shall be retained by the Contractor for a period of five (5) years after termination of this Contract—unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat.

4.44 Copying Documents

Contractor hereby grants the Aviation Authority and its agents permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to Aviation Authority with or in connection with the Contractor's Bid or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the Aviation Authority and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by Aviation Authority for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Chapter 119, Florida Statutes. This provision shall survive the expiration or termination of the Contract.

4.45 Florida Public Records Law

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AVIATION AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT: www.orlandoairports.net/publicrecords; , PHONE NUMBER 407.825.2400; AND MAILING ADDRESS, GREATER ORLANDO AVIATION AUTHORITY, PUBLIC RECORDS, ONE JEFF FUQUA BOULEVARD, ORLANDO, FL 32827. A Contractor with an Aviation Authority Contract for services, must comply with Florida Statute, Chapter 119.071, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the Aviation Authority in order to perform the service. Upon request from the Aviation Authority's custodian of public records, provide the Aviation Authority with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the Aviation Authority would provide the records and at a cost that does not exceed the cost provided

in Chapter 119.07, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Aviation Authority. Upon completion of the Contract, meet all requirements for retaining public records and transfer, at no cost to the Aviation Authority, all public records in possession of the Contractor or keep and maintain public records required by the Aviation Authority to perform the service. If the Contractor transfers all public records to the Aviation Authority upon completion of the Contract, the Contractor shall, upon termination of the Contract, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Aviation Authority, upon request from the Aviation Authority's custodian of public records, in a format that is compatible with the information technology systems of the Aviation Authority. If a Contractor does not comply with a public records request, the Aviation Authority shall enforce the Contract provisions in accordance with the Contract.

4.46 Federal Compliance Provisions

Contractor agrees to recognize and comply with all applicable standards, orders or regulations issued pursuant to 2 C.F.R. Part 200, Appendix II. Standards, orders or regulations that are not applicable to the scope of work will not be required of the Contractor. To the extent applicable, the Contractor shall cause the inclusion of the provisions of these provisions in all subcontracts.

a. Equal Employment Opportunity

For any federally assisted construction Contract, as defined in 41 CFR 60-1.3, the Contractor, Subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.

b. Davis–Bacon Act

For any federally assisted construction Contract, in excess of two thousand dollars (\$2,000), the Contractor, Subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction”); and the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). For a definition of “Construction” see 48 CFR 2.101.

c. **Contract Work Hours and Safety Standards Act**

For any federally assisted Contract, in excess of one hundred thousand dollars (\$100,000), that involves the employment of mechanics or laborers, the Contractor, Subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

d. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors that apply or Bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

e. **Debarment and Suspension**

- 1) Non-federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- 2) Upon request, the vendor agrees to provide the Aviation Authority with subsequent certification(s) for it and/or its suppliers, Subcontractors and subconsultants after Contract award.
 - a) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. § 80.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b) The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- c) This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government serving as grantee and the Aviation Authority as subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d) The vendor must comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this order/Contract is valid. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. **Clean Air Act and the Federal Water Pollution Control Act**

For any federally assisted Contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the Contractor, Subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

g. **Energy Policy and Conservation Act**

The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201.

h. **Federal System for Award Management**

A order/Contract shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management (“SAM”) (found at www.sam.gov), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory Aviation Authority.

i. **Title VI List of Pertinent Nondiscrimination Acts And Authorities**

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

- 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 2) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- 6) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and Contractors, whether such programs or activities are Federally funded or not);
- 8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 9) 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);
- 10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

j. **Procurement of Recovered Materials**

- 1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
- 2) Competitively procured within a timeframe providing for compliance with the Contract performance schedule;
- 3) Meeting Contract performance requirements; or
- 4) At a reasonable price.
- 5) Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 6) Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

4.47 Federal Emergency Management Agency (FEMA) Contract Requirements

In the event of a hurricane, civil disturbance, or other declared emergency, the Contractor will be required to begin response within one hour after notification and be on site no later than two hours after notification unless there are circumstances beyond control of the Contractor (roadway damage, etc.). **Cost of the service will be at the standard or non-standard working hours at the discretion of the Aviation Authority.** If State of Florida declares a State of Emergency, Contractor agrees to the terms outlined in the Federal Emergency Management Agency (FEMA) Contract Requirements. <https://www.fema.gov/grants/procurement>

4.48 Additional FEMA Requirements.

The Uniform Rules authorize FEMA to require additional provisions for non - Federal entity Contracts. FEMA, pursuant to this Aviation Authority, may require the following:

- a. **Access to Records.** The following access to records requirements apply to this Contract:
 1. The Contractor agrees to provide the Florida Division of Emergency Management, Greater Orlando Aviation Authority, Orlando, Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.
4. In compliance with the Disaster Recovery Act of 2018, the non-federal entity and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

b. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

c. No Obligation by Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non -- Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

d. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

5.0 CONTRACT

5.1. Contract Instructions

- a. The Aviation Authority shall notify the Bidder of the Aviation Authority's intent to make an award and the Bidder shall submit a properly executed Contract within ten (10) calendar days of receipt of notice from the Notice of Intent. Unless such time is extended by the Aviation Authority, the failure of a Bidder to submit a properly executed form within said time period shall be cause for cancellation of the intended award by the Aviation Authority in its sole discretion. In the event that an intended award is cancelled, the award may then be made to the next lowest responsive and responsible Bidder. Unless otherwise agreed by the Aviation Authority in its sole discretion, the Contract shall be executed and notarized as follows:
 - 1) If the Contractor is a corporation, the Contract shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).
 - 2) If Contractor is a Partnership, the Contract shall be signed by a general or managing partner.
 - 3) If the Contractor is a Limited Liability Company, the Contract shall be signed by a Manager or Managing Member having the authority to bind the company.
 - 4) If the Contractor is a sole proprietorship, the owner shall sign the Contract.
- a. If an aforementioned signatory is not available and a different authorized signatory executes the form, a letter of authorization reflecting the signatory's authority shall be submitted on the Contractor's stationery stating that the person who signed the form is duly authorized to enter into such Contract on behalf of the Contractor. Such letter of authorization shall be signed by one of the designated signatories above or such other representative as may be acceptable to the Aviation Authority.
- b. No award shall be final, and no Contractor shall have any entitlement to a Contract or award, until such time as the Aviation Authority has executed the Contract. Upon execution by both parties, the Contract will constitute the formal written Contract between the Aviation Authority and the Contractor.

5.2. Contract

This Agreement/Contract is made and entered into effective as of the _____ day of _____ 20____, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called the Aviation Authority, and _____, hereinafter called Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to provide all labor, supervision, parts and components, tools, equipment, and consumables and all other items necessary or proper for, or incidental to, performing **Purchasing Contract 23-364-IFB Landscape Maintenance and Irrigation Services for Parking Lots** at the Orlando International Airport, in accordance with the Contract Documents which consist of the Contract, Bid Price Form Page(s), the General Information, the Special Conditions, the Specifications, the Terms and Conditions, the Federal Provisions, any Addenda issued prior to the execution of the Contract, and the Contractor's Response to Invitation for Bids, each of which are incorporated herein by this reference.

If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of the Contract Documents, then the Aviation Authority may avail itself of any or all remedies provided in the Contract Documents, or which are otherwise available by applicable law or in equity, and shall have the right and power to proceed in accordance with the provisions thereof.

An extension of time for performance shall be the Contractor's sole and exclusive remedy for any delay of any kind or nature caused by Aviation Authority, and in no event shall Contractor be entitled to recover from Aviation Authority any indirect, incidental, special or consequential damages in any proceeding arising out of or relating to this Contract or the breach thereof.

It is also agreed and understood that the acceptance of the last payment pursuant to the Terms and Conditions for work performed hereunder by the Contractor shall be considered as a release in full of all claims against Aviation Authority and its members, officers, agents and employees arising out of, or by reason of, the Contract obligations or work.

In consideration of the Contractor's obligations set forth in the Contract Documents, Aviation Authority agrees to pay to the Contractor upon satisfactory completion of such obligations, and subject to the Contract provisions, the compensation as set forth in **Bid Price Tables (1 through 5)** subject to such additions and deductions as may be provided in the Contract Documents and any duly approved and executed amendments thereto.

IN WITNESS WHEREOF, the said **GREATER ORLANDO AVIATION AUTHORITY** has caused this Contract to be executed in its name by its Chief Executive Officer, attested by its Secretary or Assistant Secretary, and the said Contractor has hereunto set its hand and seal.

"AVIATION AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

Official Seal

By: _____

Its: _____

Date: _____

Attest:

Secretary

"CONTRACTOR"

WITNESSED BY:

(Name of Contractor)

(Seal)

By: _____

(Signature of Owner or General Partner)

Its: _____

(Title)

Name of Owner or General Partner Printed
or Typed

Date: _____

6.0 **BID SUBMITTALS/ ATTACHMENTS**

Vendors interested in providing the services shall submit their responses via e-Procurement Platform system. Once Vendors register with OpenGov, Vendors will submit their response securely before the solicitation deadline:

<https://procurement.opengov.com/portal/goaa>

By clicking the **PARTICIPATE BUTTON** under the solicitation. Responses submitted on the e-Procurement Platform with OpenGov, the response will remain locked and inaccessible by the Aviation Authority's Purchasing Staff until the solicitation deadline.

6.1 **Bid Submittals**

This bid will be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. Failure to submit the below requested information **may result in your Bid being determined non-responsive and not considered for award**, but be cause for rejection of your bid.

The Bidder shall submit the following information with the bid. It is recommended to use the list below as a checklist for your bid submittal.

- ___ 1. Bidder's Certification Form.
- ___ 2. Addendum Receipt Verification Form. If an Addendum(s) is issued.
- ___ 3. Bidder's Questionnaire.
 - a) References' Form (3 References)
 - b) Copies of licenses/certificates
 - c) State of Florida Restricted Pesticide Ornamental and Turf License
- ___ 4. Conflict of Interest Disclosure Form.
- ___ 5. Scrutinized Company Certification Form.
- ___ 6. E-Verification Certification Form.
- ___ 7. MWBE Participation Forms.
- ___ 8. Bidder's W-9.
- ___ 9. Proof of Insurance per Section 2.4.
 - a) General Liability
 - b) Automobile Liability
 - c) Pollution/Environmental Liability Insurance
 - d) Workers Compensation
 - e) Self-Insured Retention

1. Bidder's Certification

I have carefully examined the Solicitation and any other documents accompanying or made a part of this Solicitations.

I hereby propose to furnish the goods or services specified in this Solicitation at the prices or rates quoted in my submittal. I agree that my submittal will remain firm for a period of up to ninety (90) days in order to allow the Aviation Authority adequate time to evaluate the submittals.

I agree to abide by all conditions of this Solicitation and understand that a background investigation may be conducted by the Aviation Authority prior to start of Contract.

I certify that all information contained in this Solicitation is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Solicitation on behalf of the Bidder as its act and deed and that the Bidder is ready, willing and able to perform if awarded the Contract.

I certify, under oath, that this Solicitation is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Solicitation for the same product or service. I further certify that no officer, employee or agent of the Aviation Authority or any other Bidder has a financial interest in this Solicitation. I further certify that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Company	Sworn to and subscribed before me by means of:
	<input type="checkbox"/> physical presence or <input type="checkbox"/> online notarization
Bidder's Signature	this day of _____ 20__
Print Name and Title	by _____ who is
	<input type="checkbox"/> Personally Known; or <input type="checkbox"/> Produced Identification. Type of identification produced:
Address:	[Check applicable box to satisfy identification requirement of FLA. Stat. §117.05)
	(STATE OF _____ Seal
Date	COUNTY OF _____)
Duns Number	
Federal Tax Id Number	Notary Signature: _____
	Notary Public My Commission Expires:
Email:	Printed, typed or stamped commissioned name of Notary Public

The Aviation Authority only requires Company Federal Tax Id numbers. The Aviation Authority is not requesting individual social security numbers.

2. Addendum Receipt Verification

Bidders must acknowledge each addenda on this form and include with your Bid submittal. Failure to acknowledge and upload EACH addenda may result in a non-responsive Bid. The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. _____	Dated _____

Company

Signature

Print Name

Title

3. Bidder's Questionnaire

The following questionnaire is to be completed by the Bidder and provided with its Bid submittal. If a question is not applicable, so indicate by writing "N/A".

1. Contact Information

Name of Company	
Contact Individual	
Contact Address	
City, State, Zip	
Telephone Number	
Email Address	

2. Emergency Contact

Emergency Contact Person: _____
Telephone Number: _____ Cell Phone Number: _____
Email: _____

3. Authorized Signatories

The Bidder represents that the following persons are authorized to sign bids, and/or sign Contracts and related documents to which the Bidder will be duly bound. *The Aviation Authority will verify all named signatories on Sunbiz.org.* If the authorized person is not registered on www.Sunbiz.org, the Bidder should provide with their Bid submittal proof of authorization.

Name	Title	Indicate Principal or Authorized Authority

4. OPERERATIONAL PLAN

This plan shall include how the Bidder plans to start operations and bring about a smooth transition of the work to be performed under this Contract.

Describe how Bidder will handle problems which Bidder anticipates will be encountered to begin operations under the new contract.

Include the time period needed for hiring and training of employees, planned interface with Aviation Authority, the processing of I.D. badges, uniforms, familiarization site tours, and such other items necessary for a smooth transition of the contracted services.

5. SCHEDULE AND TRAFFIC PLAN

Include the schedule proposed to complete the services as referenced in Section Three, Scope of Work, include a traffic plan.

6. TOOLS AND EQUIPMENT

- a. What equipment do you own that will be utilized on this Contract? **Attach List Include make, model and year of equipment**, include support equipment such as trucks and trailers.
- b. If awarded this Contract, how will you meet the equipment requirements?
 - Use current owned equipment
 - Lease equipment to meet requirements
 - Purchase additional equipment

7. EXPERIENCE

- a. Primary line of business: _____
- b. Years in business: _____
- c. Years performing this type of work: _____
- d. Total number of employees:
- e. Provide a copy Business License

8. CONTRACTOR'S PERSONNEL AS LISTED IN SECTION THREE, SCOPE OF WORK/SPECIFICATIONS

- a. Provide the Resumes of On-Site Manager.
- b. What is the current number of company employees?
- c. Will Additional Staff be hired to meet contract requirements?

9. LOCAL SERVICE FACILITY

Name of local service center	
Address of local service center	
The local service center is located in	
Contact:	
Telephone number	
Email:	

- 10. References:** List at least three (3) customers during the past five years for the services specified in the solicitation in the spaces provided. References shall be for work **substantially similar in scope and magnitude** satisfactorily completed. References shall be able to validate the Bidder's capabilities and experience. **Note: A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the Aviation Authority shall be contacting them.** Do not list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client:
Description of Services:
Start and End Date of Contract:
Contract Amount:
Street Address:
City, State, ZIP Code:
Telephone #
Contact Person:
Email:

Ref # 2. Customer/Client:
Description of Services:
Start and End Date of Contract:
Contract Amount
Street Address:
City, State, ZIP Code:
Telephone #
Contact Person:
Email:

Ref #3. Customer/Client:
Description of Services:
Start and End Date of Contract:
Contract Amount
Street Address:
City, State, ZIP Code:
Telephone #
Contact Person:
Email:

4. Conflict of Interest Disclosure Form

The award of this Contract is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose within their Bid the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the Aviation Authority.

By submission of this Bid, the undersigned certifies, under penalty of perjury, that to the best of their knowledge and belief, have met the Florida Statute.

Comments:

Acknowledged by:

Firm Name:

Signature of Authorized Representative:

Name and Title (Print or Type):

Date:

5. Certification Regarding Prohibition Against Contracting with Scrutinized Companies

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

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

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

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

6. E-Verification Certification Form

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use the Employment Eligibility Verification System (E-Verify) to verify the work authorization status of all newly hired employees. The E-Verify system can be obtained at the U.S. Department of Homeland Security website: <http://www/dhs.gov/E-Verify>.

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration (also referred to as Bidder, Vendor or Contractor).

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration (also referred to as Sub- Vendor or Sub-Contractor).

Vendor/Contractor/Subcontractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- All persons employed by Vendor/Contractor/Sub-Contractor during the term of the contract, (including assigned sub-vendors/sub-contractors/sub-contractors), to perform employment duties within Florida and any work in pursuant to the contract with the Aviation Authority.

By entering into a contract with the Aviation Authority, the Contractor/Contractor becomes obligated to comply with the provisions of Section 2. Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.

The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of resulting contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court of Orange County, Florida no later than 20 calendar days after the date of termination. If the resulting contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

I hereby acknowledge and agree that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the resulting contract with the Greater Orlando Aviation Authority.

Company Name: _____

Authorized Name: _____ Title: _____

Signature: _____ Date _____

State of _____

County of _____

This instrument was acknowledged before me on _____ (Date)

Notary Public Signature _____

7. **Minority/Women-Owned Participation Forms**

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

Bidder: Name _____
 Address _____
 City _____ State _____ Zip _____

MWBE Firm: Name _____
 Address _____
 City _____ State _____ Zip _____

MWBE Contact: Name: _____ Phone () _____
 Email: _____

MWBE Certification Agency: _____ Expiration Date _____
Each MWBE Firm shall submit evidence (such as photocopy) of their certification status

Scope of Work	Quantity	Rates	Total

Year 1:\$ _____ Year 2: \$ _____

Year 3:\$ _____ Year 4: \$ _____

Year 5:\$ _____

Total Term Value: \$ _____ Percent of Total Bid: _____ %

AFFIRMATION:

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

By: _____
 (MWBE Owner's Signature) (Title) (Date)

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

By: _____
 (Bidder's Authorized Signature) (Title) (Date)

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

MONTH ENDING: _____

GREATER ORLANDO AVIATION AUTHORITY

MWBE DISBURSEMENT FORM

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

CONTRACT: 23-364-IFB

(Number and Name)

PAYMENTS	Current Year			Previous Years Totals
	(A)	(B)	(C)	(D)
	Current Payment	Previous Payments	Cumulative Payments	Amount
Prime Contractor Payment				
Percent Achieved				

(Total Col E / Total Col A) (Total Col F / Total Col B) (Total Col G / Total Col C) (Total Col H / Total Col D)

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

Summary

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

Contract Goal:

Cumulative Goal Achieved:

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

Remarks:

8. **Current W9**

Request for Taxpayer Identification Number and Certification ►
Go to www.irs.gov/FormW9 for instructions and the latest information.

9. **Proof of Insurance**

The Bidder's submittal shall demonstrate ability to meet all portions listed in this Section 2.4 Insurance Requirements by providing evidence of one of the following:

Certificate of Insurance on Acord form or form acceptable to Aviation Authority, or a signed affirmation of ability to comply from a licensed insurance agent, or a insurance quote.

10. **No Bid Response**

If your firm is unable to submit a Bid at this time, please provide your firm's reason for not submitting and return to the Senior Purchasing Agent listed on the Cover Page.



Comprehensive Landscape Maintenance Proposal for:
Solicitation Number: 23-364-IFB
Landscape Maintenance Services for
Parking Lots

June 19th, 2023

Submitted by:
BrightView Landscape Services
Primary Contact: Luke Vergara
Cell: 407.820.6881
Email: Luke.vergara@brightview.com



THE VALUE OF QUALITY

THE VALUE OF CONSISTENCY

THE VALUE OF PURPOSE

THE VALUE OF PASSION



Michael J. Landguth, A.A.E.
President & CEO

1000 Trade Drive • P.O. Box 80001 • RDU Airport, NC 27623
tel: (919) 840-7700 • fax: (919) 840-0175 • www.rdu.com

To Whom it May Concern:

Given the challenges that the last few years have presented, let alone regular contract requirements, I cannot express my overall appreciation for the level of service received by BrightView. Their sited Account Manager and leadership team members are constantly monitoring the Airport Authority grounds, providing updates on conditions, and readily available to offer the necessary support to our landscape and irrigation services. It is based on this true partnership for the betterment of our property that I can recommend BrightView for your airport.

For the past 10+ years, they have partnered with Raleigh Durham International Airport, to provide the highest level of landscape services available in their industry. Their care, knowledge of our airport, and attention to detail have set them apart. The focus on delivering quality service from a landscape perspective is unmatched in the industry. We have the utmost confidence in their team members with respectful, professional behavior to our guests and staff, as well as the safe performance of work on our property that can often be very dangerous.

BrightView has consistently shown us the value of having a vendor/client partnership to do things right with a focus on a high level of service that is executed on a daily and weekly basis for consistency. Their employees are easily recognizable with proper uniforms, clean trucks, and equipment in the best condition helping us communicate that we are passionate about excellence and having a well-manicured landscape. We've also had some of the same crew members during the entirety of our relationship which speaks to BrightView's quality employee retention efforts.

Simply put, BrightView makes us look good, and their commitment to proactive communication has made our relationship worry-free. We've recently renewed our contract with them after an extensive bid process. If you have any questions, please feel free to contact me at steven.yanni@rdu.com.

Very Respectfully,

Steven Yanni, C.M.

Director, Contract Facilities Maintenance

Raleigh-Durham Airport Authority

Raleigh-Durham Airport Authority Board Members

DURHAM COUNTY
Patrick Hannah, **Chairman**
David Morgan

CITY OF RALEIGH
Dickie Thompson
Nina Szlosberg-Landis

WAKE COUNTY
David Kushner, **Secretary**
Ellis Hankins

CITY OF DURHAM
Tammie Hall-Roberts, **Treasurer**
Yesenia Polanco-Galdamez

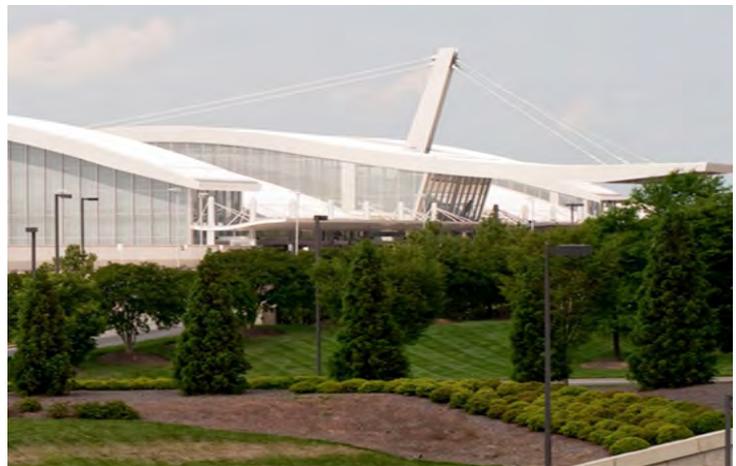
Our Partnership with Raleigh-Durham International Airport



Raleigh-Durham
International Airport



- Customer for 10+ Years
- \$1.2 mill. Contract
- Onsite Team of 12+ during growing season – 2 irrigation technicians
- Recently renewed contract after extensive bid process
- Provided customer with alternative pricing and service plans during COVID-19 Pandemic



April 11th, 2023



Attention: Janice K. Hughes
Greater Orlando Aviation Authority
5855 Cargo Road Orlando, FL 32827

Dear Janice,

BrightView Landscape Services is pleased to submit a professional landscape proposal for **Greater Orlando Aviation Authority Landscape Maintenance Services for Parking Lots**. We appreciate the insight you have given us to identify your needs and expectations for your properties. BrightView is committed to transforming your landscape to become a focal point for your visitors, staff, and leadership while saving you time and money through managing every aspect of your landscape.

The Account Manager that oversees the RDU Airport, Matt Williamson, and a couple of key team members assisted our Orlando team in developing the proper strategy and pricing for Zone 1. We are confident in the plan provided along with the staffing requirements, work/service flow maps, and equipment necessary to complete the work. We would invite a conversation with your teams about cost savings opportunities.

The enclosed proposal was developed based the RFP and it will demonstrate how our experienced and skilled team will achieve your landscape goals and keep your property looking its best. We will focus on:

- **Consistency In Quality** - We will achieve this objective by providing a professional, uniformed crew trained to be responsive to your requests and follow through on commitments. Our team will focus on properly sequencing our tasks to maintain the Airport to your expectations, provide oversight and management of entrances and focal areas with maintained turf, well-groomed beds and shrubs that consistently meet your standards.
- **Proactive Communication** – This means our ability to communicate effectively will, in large part, determine our success. Our job is to stay ahead of issues, strategically plan our services, and communicate progress and issues in a timely manner. Your Account Manager will play a vital role in this area by his job planning, horticulture calendar, punch lists and weekly email updates.
- **Attention to Detail through Proper Staffing** – Great details make a distinct difference. We understand the importance of great details and how they create great first impressions for your teams. Our well-trained staff members will make each property shine while efficiently servicing the property each day.

Thank you for the opportunity to submit this proposal. Feel free to contact Luke Vergara at (407) 820-6881 or by email at luke.Vergara@brightview.com with any questions.

Sincerely,

Luke Vergara

Luke Vergara, Business Development

BrightView Qualification Statement – Executive Summary

Company Overview – BrightView Landscape Services, Inc. is North America’s green industry leader and largest horticultural services and snow/ice removal company. We are incorporated in the State of Delaware though our headquarters are in Blue Bell, PA. Employing over 23,000 team members that operate in over 250 branches, and servicing over 60,000 client properties weekly, we possess the country’s largest vehicle fleet and equipment inventory in our industry. We’ve been in business since 1939 (84 years), and employ a host of horticultural experts, LEED certified individuals, and experienced operators across the company. Our services include: Landscape Maintenance, Golf Course care, Snow and Ice Removal, Design, Landscape Construction (Development), Tree Care, Growing, and Movement, Irrigation, and Sports Turf.

Our Experience – BrightView serves the nation’s top airports, homeowners associations, largest industrial plants, Fortune 500 corporate headquarters, research & development centers, office parks, college campuses and other large prestigious properties. Chances are that when a problem arises, **we have successfully solved it in the past.** Through droughts and blizzards, prolonged rains, shrinking budgets, and emergencies of all descriptions, our tenured project management, supervisory staff and team have effectively and efficiently solved a similar problem.

Our Values – For over 80 years, BrightView has remained true to our company’s values of trust, honesty, respect, teamwork and excellence. These values have been the cornerstone of the quality we deliver and the driving force behind our success as a leader in the landscape industry.

We believe that our dedication to these values can be seen in both the quality of our work and our commitment to give back to our local communities. It is not only our responsibility, but a privilege to give back to the communities in which we live and work.

Our Culture – We treat our customers, employees and vendors as we would want to be treated. By conducting our business under this golden rule, we lead our industry in both annual contract renewals (customer satisfaction) and employee retention (employee satisfaction). You can count on BrightView to conduct our business with the highest of ethical standards.

Our People – BrightView is led by a talented group of professionals committed to fulfilling and furthering the vision upon which we were founded—to go above and beyond the expectations of our clients while practicing our core values of trust, honesty, respect, teamwork and excellence. Additionally, BrightView is an E-Verify company.

Solutions That Make a Difference – Maintenance and Communication

During the proposal process, you provided a scope to maintain Greater Orlando Aviation Authority. To best serve these areas BrightView will provide consistency with maintenance, proactive communication, and a long-term partner. Because your 100% satisfaction is important to us, we have already formulated solutions that will show fast improvement as noted below. Additionally, we will be your eyes on the ground to look out for problems as they arise and offer creative solutions that achieve your goals while providing the safest, most cost-efficient, and aesthetically appealing landscape possible.

Our solutions for the current high priority problems you identified include:

Consistency with Maintenance

All our Mowing crews spend hours training, and then demonstrating their knowledge, of how to properly handle walk behind mowers, especially around retention ponds. Not only making certain that guards and shields are in place and in proper working order, but also to mow in a specific direction to minimize any grass clippings debris even towards a pond. They further train to be aware of pond bank erosions to avoid any additional damage to the pond banks, and to maintain a safe environment for their work. Greater Orlando Aviation Authority should have a consistent clean look. This is accomplished by having a plan in place to service the entire property every week. BrightView uses a production system to ensure that the whole property is serviced. This system is used from the crew mowing the property to the detail and even the fertilization and winter cutbacks.

Communicating Issues Proactively

We use multiple forms of communication to proactively handle landscape issues that arise. Account Manager cell phone numbers, and email addresses are provided so immediate issues can be shared and addressed quickly. Follow up to all issues is assured with responses that include, but are not limited to:

- 1) Site Inspections
- 2) Monthly Property Walks
- 3) Monthly Landscape Communication Forms – Quality Site Assessments
- 4) BrightView Connect Customer Portal

Narrative Description of BrightView's Approach to Greater Orlando Aviation Authority

Included you will find an organizational chart outlining our concept of the **Greater Orlando Aviation Authority Landscape Maintenance Services for Parking Lots** crews, and support staffing needs. It is our goal to find as much efficiency as possible to pass along to our clients without sacrificing any of the quality our clients have come to expect and demand.

Our plan is to perform an initial property audit with documentation. Inspection will include

- a. Mow and Detail areas will be mapped by area
- b. Inspection will include Photo documentation of any Site Irregularities
- c. Inspection will include recommendations for improvements and efficiency long-term.
- d. Introduction of Key Site Staff and Initial Property Walk Two Weeks before Contract Start Date
- e. Proposals for any Necessary Remedial Work Delivered at Two Week Prior Walk
- f. BrightView will develop and deliver a 30-Day Action Plan, complete with Section Maps, to demonstrate specifically, how we will service the site in its entirety, street by street. Additionally, for our own use, we will develop and use Gantt Charts for each site crew's service.
- g. Initial 30- and 60-day review of all the above conducted with site personnel and/or Designated Employees to confirm or modify the planned courses of action above. This insures that all areas will be serviced, that the best means of servicing the site are implemented, that any tweaks or corrections necessary in our service plan are implemented, and that all special issues, such as irrigation section special requirements, proper native grass pruning plans are laid out and scheduled, that these native grass pruning's are conducted and timed with the initial mulch application or pine straw, and that all site- specific needs and requests are acknowledged and planned with the expectations of the board, the management staff, and the community at large, are met.
- h. Monthly reports of our services, property walks, and site needs will be sent to management to assure this appropriate level of servicemaintenance.

Our Plan is to utilize a dedicated team to accomplish all the tasks found in the RFP, with one Account Manager overseeing the project. Within these areas we will have a dedicated Production Manager to assist in quality control, crew sizes, and crew scheduling. The site will have a complete self-contained Team to provide all the routine services required to keep the sections on schedule.

The Support Team is the expert staff we employ to assist your crew in accomplishing the entire scope of work. This team is on call and will visit to facilitate specific tasks that fall outside the routine maintenance services outlined in the RFP. They are also very involved in setting the programs that will separate our team from the others in our industry.

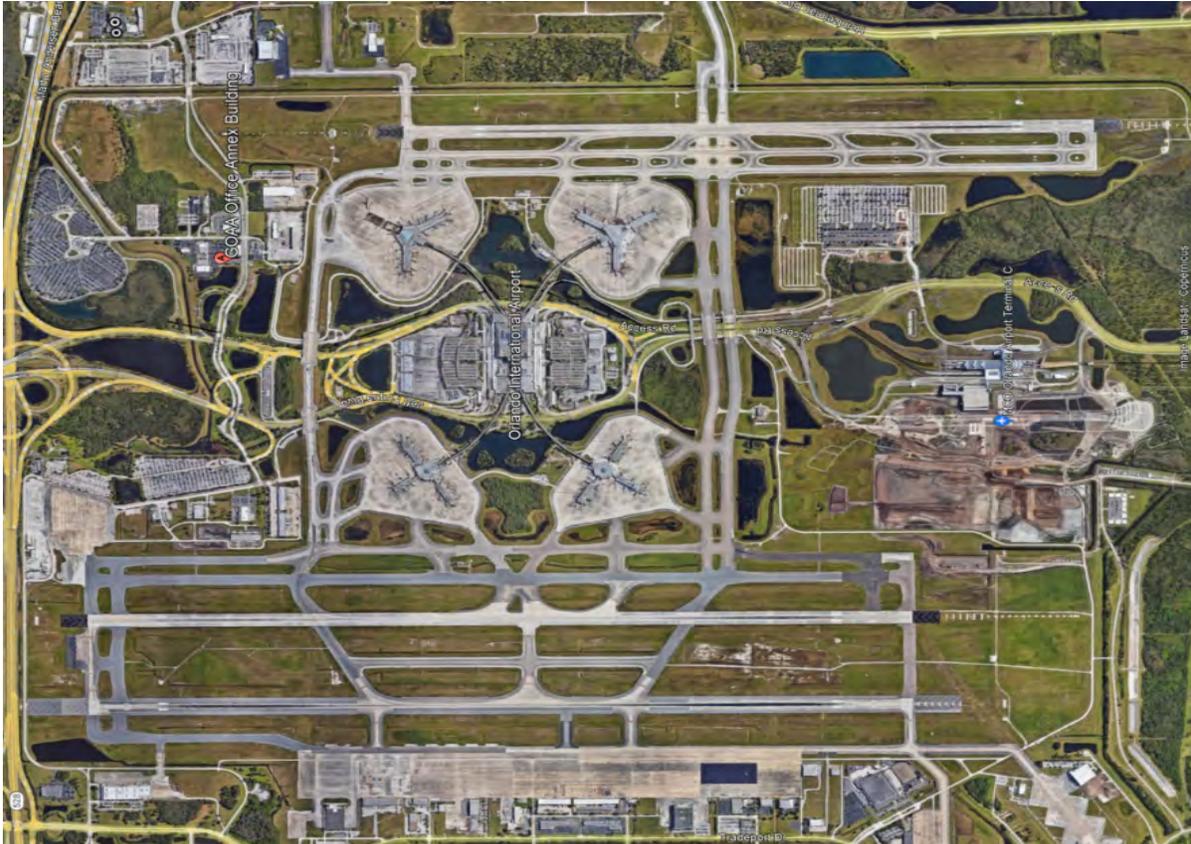
Your maintenance crew will be on-site every visit following their assigned Area. We have designed a crew to perform all mowing, edging, string trimming and blowing functions associated with the grass cutting task. In addition to the crew, we will have a Production Manager as well as other support personnel to ensure the buildings look their best. This same team will service your property every visit. We have found this allows the crew to develop a sense of pride associated with the community, creates a comfort with the equipment and procedures, and provides accountability for their work.

The detail team's role is the ongoing maintenance of the plant and flower beds. While onsite they will inspect for insect and disease activity. They will report any issues to their Account Manager. Which will prompt the AM to make you aware of the situation and any actions needed to control the issue. This team will follow their schedule within their assigned Area throughout the week.

Monthly, we will provide a calendar of services. This will allow your staff to know when they will be serviced and to prepare for blanket chemical services and fertilizer applications. We will also support each team to assist when pruning the shrubs, ground covers, and grasses are required on a larger scale.

While this is our plan, we will remain flexible to any changes or modifications required or suggested by the Airport staff.

Proposed Weekly Landscape Maintenance Schedule

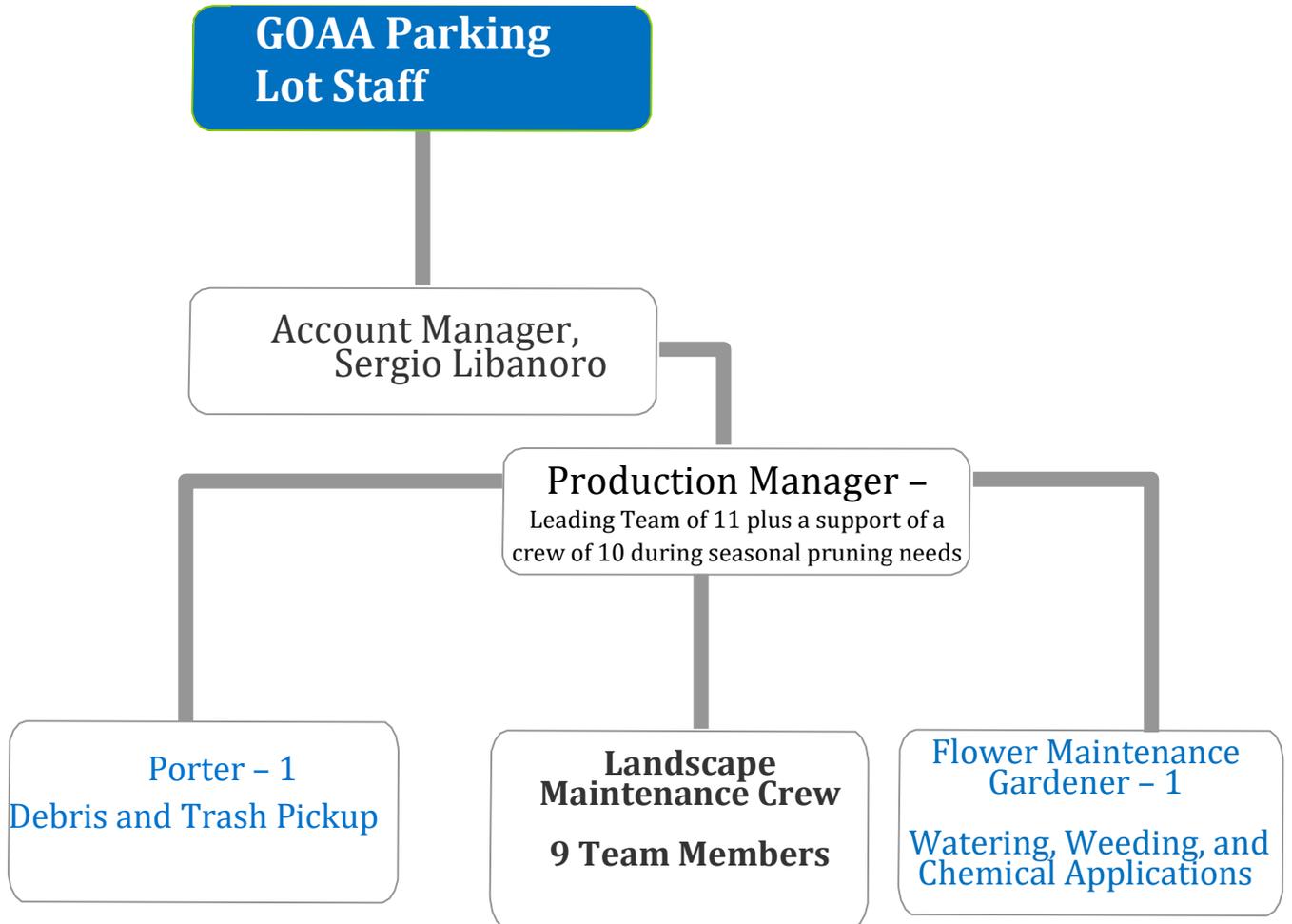


Equipment Dedicated to Airport:

Equipment Type	Personnel	Description	Quantity
Mower	Landscape Maintenance Teams	48" Mower, 60" Mower, and 21" Push Mower	3 of each
Management/Dedicated Personnel Vehicle	Account Manager, Production Manager, and 2 Porters/Gardeners	Ford F-150	4
Production Vehicle	Landscape Maintenance Teams	Ford F-450 Stakebody and 26' Trailer	2 of each
2-Cycle Equipment	Landscape Maintenance Teams	Weedeaters, Edgers, Blowers and Pruning Shears	4 of each
Specialized Equipment	Skilled Crew Member	Ventrac Mower	1

Your Team's Structure

The Customer Service Team hand-selected to maintain your property has the skills and experience necessary to meet your specific needs and expectations. Here's the communication structure:

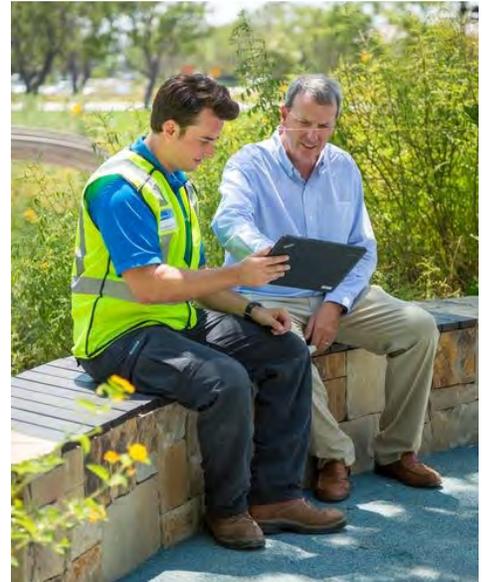


L

Meet Your Client Services Team (CST)

BrightView Landscape Services prides itself as a Learning Organization. Over the past 75+ years our Company has been a leading innovator in many of today's Best practices.

We have always provided a single point of contact to our Clients to streamline communication and to have accountability in service delivery. We will continue to maintain this best practice based on the success our clients have communicated back. In addition we are now providing our clients with a Client Service Team to better provide transparency in service delivery.



Here we have developed a team to best service each Client and below you will see how each one plays a role in successful client satisfaction:

BrightView Team Member	Service Provided
<p>Sergio Libanoro Account Manager 26 years of Landscape Experience</p>	<ul style="list-style-type: none"> • Primary customer contact • Accountable for customer satisfaction • Ensures compliance to job specifications and quality
<p>Rafael Zuniga Production Manager 22 years of Landscape Experience</p>	<ul style="list-style-type: none"> • Manages crews and subcontractors • Ensure readiness of workers, tools, and materials • Maintains safe working conditions • Trains field personnel • Ensures delivery of job specifications and quality
<p>Leonardo Rojas Crew Leader 7 years of Landscape Experience</p>	<ul style="list-style-type: none"> • Ensures readiness of workers, tools and materials • Trains field personnel • Performs and leads job specifications on site
<p>Scott Sikora Branch Manager</p>	<ul style="list-style-type: none"> • Ensures quality and efficient landscape maintenance for clients • Consistently improves best practices within branch • Lead and support all branch personnel • Responsible for supporting the market's successful operations

Meet Your BrightView Irrigation Manager



Eric Cedeno is your resource for irrigation expertise. His focus is on cost effective water saving solutions for our clients. He also is there for your irrigation water management needs, along with being your technical advisor. One of his key roles is in the managing support of large Central Controlled Sites. Eric works closely with Kevin Lane, City of Orlando Water Reclamation Division.



Eric Cedeno

Irrigation Manager



Education

Valencia Community College
Horticulture

Certificates

Irrigation Association (IA):

- Certified Landscape Irrigation Auditor (CLIA)
- Certified Irrigation Technician (CIT)

Baseline:
Certified

Rain Bird Irrigation - Certified:

- Maxicom Central Control System, Hardware
- Maxicom Central Control System, Software
- Site Control System, Software
- ET Manager
- ET Base Smart Controllers
- Install & Central Control - Certified
- Hydropoint / WeatherTrak:
- Hunter / Centralus
- Smart Rain

Certified in Two-Wire Installation/ Diagnostics



Meet Your BrightView Director of Technical Services



My focus is to Provide agronomic and horticultural support and training for landscape development and landscape maintenance

It's been a few years since I've been back in this area — but after 14 years with the company, I've learned that you can teach old dogs new tricks. And just like great landscapes, great relationships grow and thrive when they are tended to with exceptional care and expertise.

Primary Focus

- Horticulture Solutions
- Diagnosing site specific problems
- Detailed reports and client fact sheets
- Producing & sustaining healthy blooming plants
- Agronomic plans & Technical Services
- Testing new products & managing trials

Here are BrightView, we offer more than just mowing:

- Landscape Design and Maintenance
- Hardscapes
- Tree Care Services
- Irrigation



Cal Leggett

Director of Technical Services

Education

- Bachelors of Science in Horticulture from Colorado State University
- Instructor of Best Management Practices

Experience

- Environmental Specialist at Florida Department of Agriculture and Consumer Services
- Greenhouse Grower Coordinator at Agri-Starts, Inc.

Certifications

- State of Florida Green Industries Best Management Practice
- Florida Turfgrass

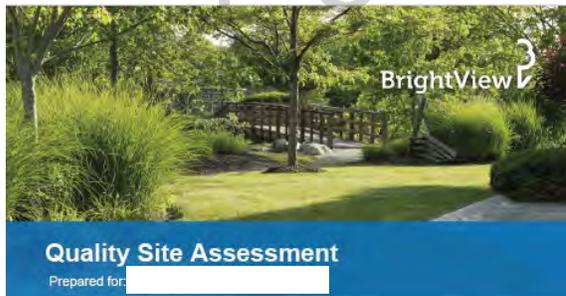


Communication Tools: Quality Site Assessment Program – Enhanced Accountability

To ensure a successful partnership from the beginning, effective communication and quality control are some of our top priorities. We have found the best way to keep our customers highly satisfied is to always make sure we understand your current needs and priorities. We believe strongly in being proactive in our communication and have designed a proprietary Quality Site Assessment (QSA) tool that helps generate a monthly punch list for activities throughout the property. You will receive a PDF report on a monthly basis.

Our quality is defined by our proactive partnership

- All managers are equipped with iPhones to be able to communicate with client via telephone, text message, and email
- iPads are used to document site conditions, create enhancement recommendations and conduct site assessment reports that can be shared electronically with client immediately after the site walk
- 24-hour/365-day ability and commitment to respond quickly to emergencies or special requests



General Information

DATE: Wednesday, Nov 30, 2022
 NEXT QSA DATE: Wednesday, Dec 07, 2022
 CLIENT ATTENDEES:
 BRIGHTVIEW ATTENDEES: Lucas Marshall

Customer Focus Areas

Curb Appeal, Safety, Trees, Turf, Drainage Systems



QUALITY SITE ASSESSMENT



Maintenance Items

		1 Limb up trees at entrance near speed bump (900 Campus) - vehicle clearance
		2 Limb up trees in parking lot - safety
		3 Discuss turf options (Zoysia - warm season turf has been seeded with Fescue seed)
		4 Limb up trees (2) - safety



Sample Quality Site Assessment

Prepared for: **GOAA Landscape Maintenance Services for Parking Lots**

General Information

DATE: Tuesday, June 24, 2023
NEXT QSA DATE: Monday, July 24, 2023
CLIENT ATTENDEES:
BRIGHTVIEW ATTENDEES: Sergio Libanoro

Customer Focus Areas

Turf Quality, Cleanliness, Portering, Safety

Quality you can count on.

<h1>7</h1> <p>Seven Standards of Excellence</p>	 <p>1 Site Cleanliness</p>	 <p>2 Weed Free</p>	 <p>3 Green Turf</p>
	 <p>4 Crisp Edges</p>	 <p>5 Spectacular Flowers</p>	 <p>6 Uniformly Mulched Beds</p>

Maintenance Items



- 1** Repair/replace broken irrigation head
- 2** Spray clover and miscellaneous turf weeds
- 3** Redefine Bedlines - soft edge
- 4** Redefine tree rings

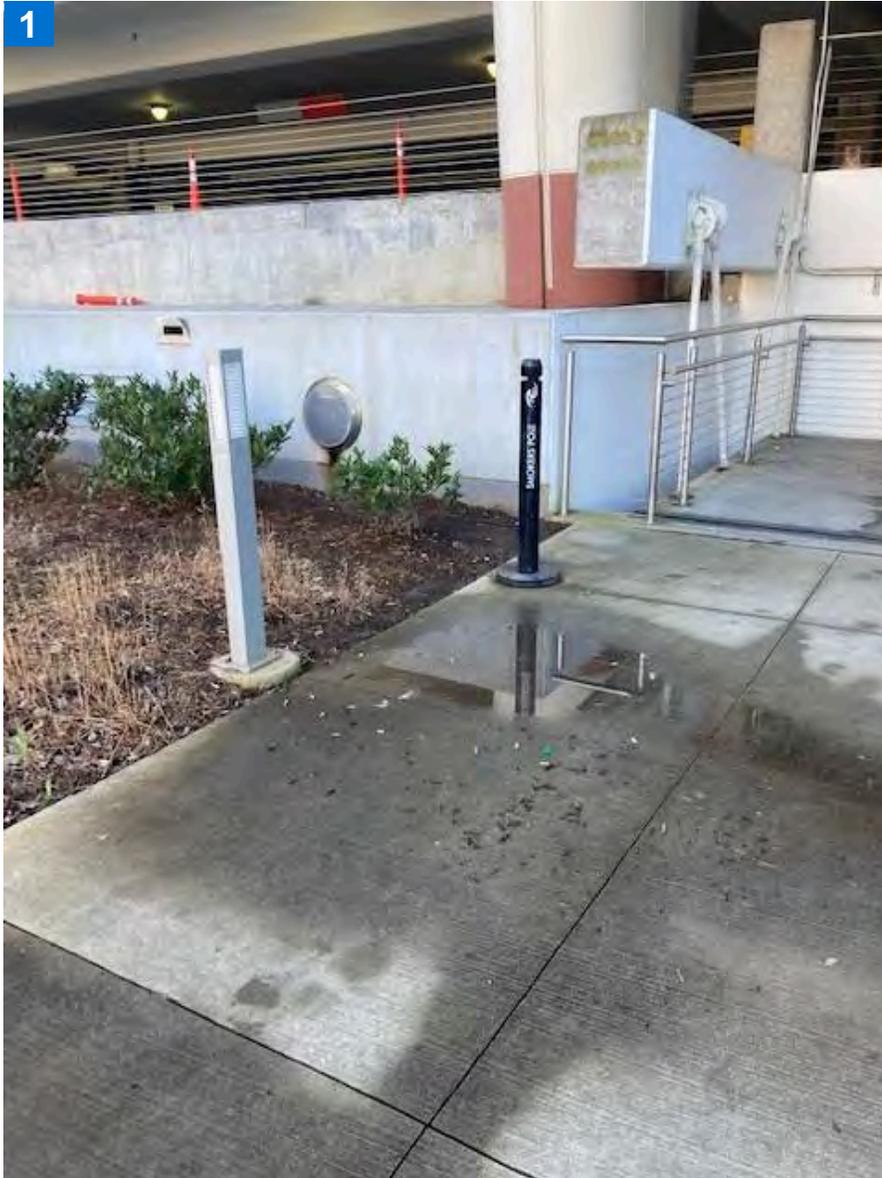
Maintenance Items



5 Limb up trees away from sidewalk

6 Blow leaves out of perennial beds

Recommendations for Property Enhancements



- 1** Assess drainage systems near hourly parking - water pooling on sidewalks

Solutions That Make a Difference: BrightView Connect

BrightView Connect is a proprietary web application designed for property managers, providing real time insight into the property maintenance and enhancement information that matters most, all with the goal of making your job easier.

Click here to watch a demo video:



Features and Benefits

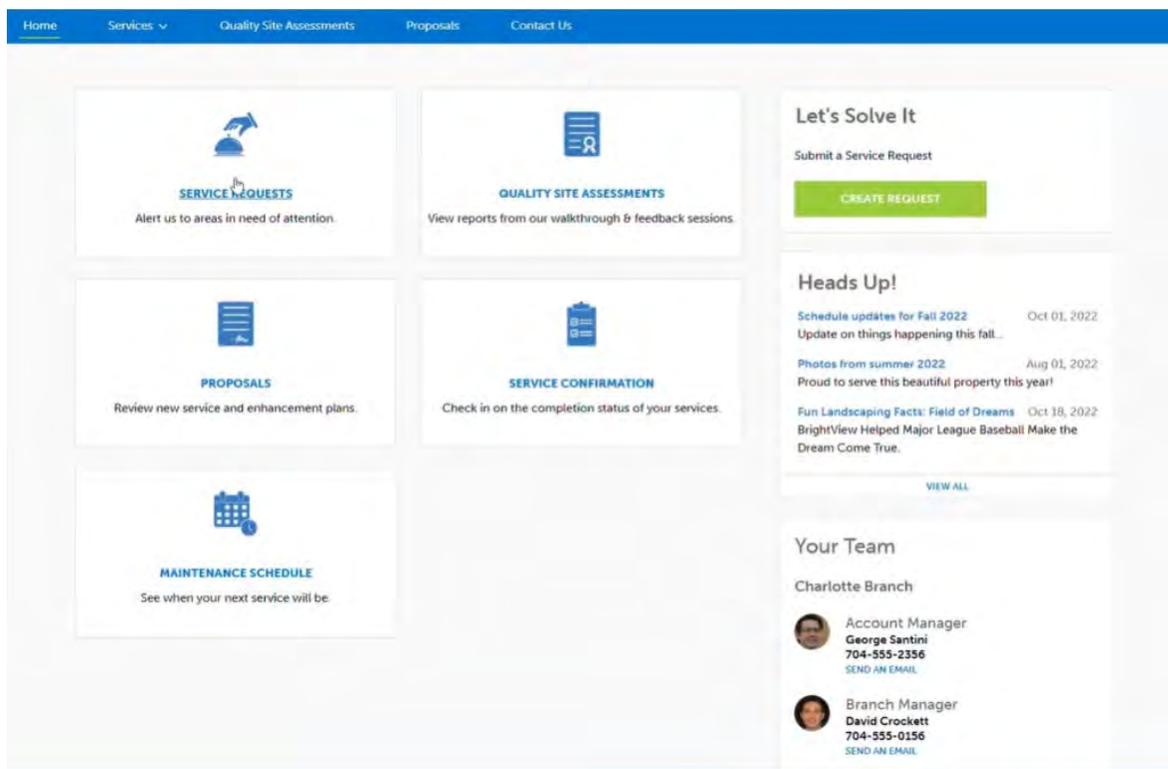
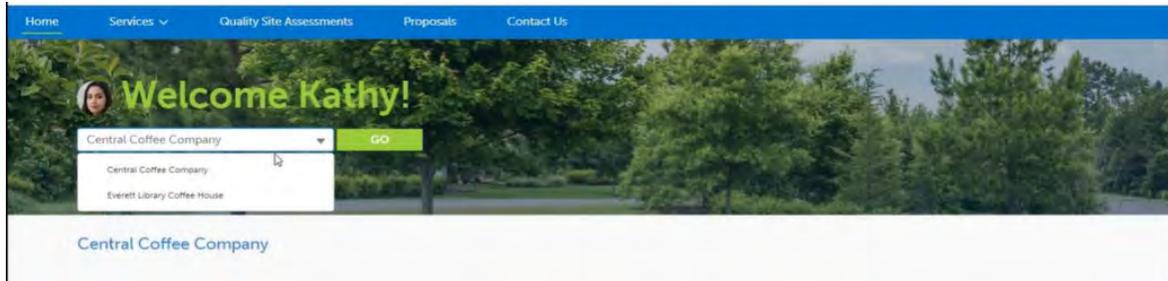
- ✓ Web-based, secure application that enables improved communication and collaboration between property manager and BrightView personnel.
- ✓ Scheduling view in real time. Work Order status and invoicing.
- ✓ Email notifications to users when service requests are created, updated and resolved.
- ✓ Fully mobile-enabled solution offering consistent functionality across browsers and devices.
- ✓ Advanced workflow technology to ensure service requests are assigned, processed, and resolved.
- ✓ Provides insights and views to relevant open, in-progress and closed service requests.



How It Works

Using BrightView Connect, you have access to a home page which is a central location for notifications, your properties, status of the maintenance schedule, as well as work orders among other notifications. You also have access to the categories below:

Home Page



Quality Site Assessments and Work Orders

Home Services **Quality Site Assessments** Proposals Contact Us

Welcome Kathy!

Central Coffee Company

Central Coffee Company

QUALITY SITE ASSESSMENTS

NAME	INSPECTION DATE	SUBMITTED BY
Central Coffee Company – QSA – 9/29/2022	9/29/2022	George Santini
Central Coffee Company – QSA – 6/24/2022	6/24/2022	George Santini

Let's Solve It

Submit a Service Request

Heads Up!

Schedule updates for Fall 2022 Oct 01, 2022
 Update on things happening this fall...

Photos from summer 2022 Aug 01, 2022
 Proud to serve this beautiful property this year!

Fun Landscaping Facts: Field of Dreams Oct 18, 2022
 BrightView Helped Major League Baseball Make the Dream Come True.

[VIEW ALL](#)

Your Team

Home Services **Quality Site Assessments** Proposals Contact Us

Welcome Kathy!

Central Coffee Company

Central Coffee Company

PROPOSAL

PROPOSAL	DESCRIPTION	DATE	STATUS
01148057	Repair patio irrigation	9/1/2022	Proposed
01148161	Design and installation o...	9/22/2022	Approved for Work

Let's Solve It

Submit a Service Request

Heads Up!

Schedule updates for Fall 2022 Oct 01, 2022
 Update on things happening this fall...

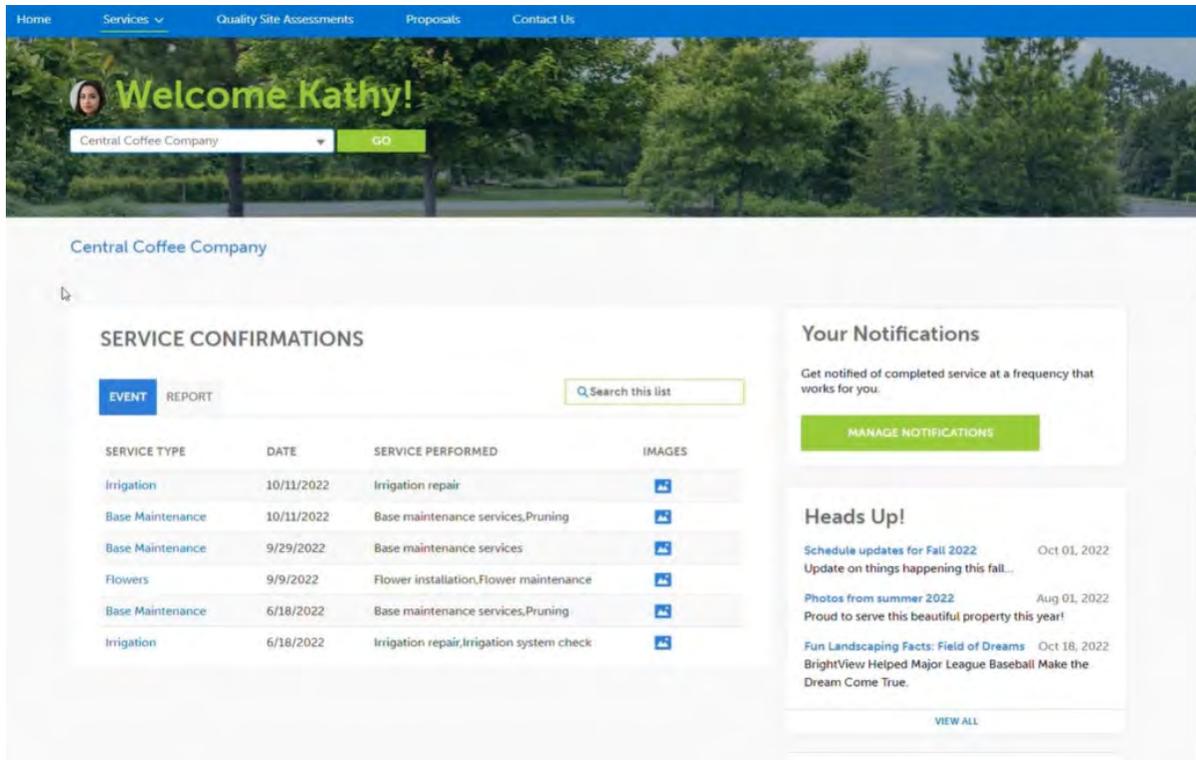
Photos from summer 2022 Aug 01, 2022
 Proud to serve this beautiful property this year!

Fun Landscaping Facts: Field of Dreams Oct 18, 2022
 BrightView Helped Major League Baseball Make the Dream Come True.

[VIEW ALL](#)

Your Team

Service Confirmations for Landscape Maintenance



The screenshot shows a user interface for Central Coffee Company. At the top, there is a navigation bar with links for Home, Services, Quality Site Assessments, Proposals, and Contact Us. Below the navigation bar is a welcome message for Kathy, with a dropdown menu for the company name (Central Coffee Company) and a GO button. The main content area is titled "Central Coffee Company" and features a "SERVICE CONFIRMATIONS" section. This section has tabs for "EVENT" and "REPORT", and a search bar labeled "Search this list". Below the search bar is a table with the following data:

SERVICE TYPE	DATE	SERVICE PERFORMED	IMAGES
Irrigation	10/11/2022	Irrigation repair	
Base Maintenance	10/11/2022	Base maintenance services, Pruning	
Base Maintenance	9/29/2022	Base maintenance services	
Flowers	9/9/2022	Flower installation, Flower maintenance	
Base Maintenance	6/18/2022	Base maintenance services, Pruning	
Irrigation	6/18/2022	Irrigation repair, Irrigation system check	

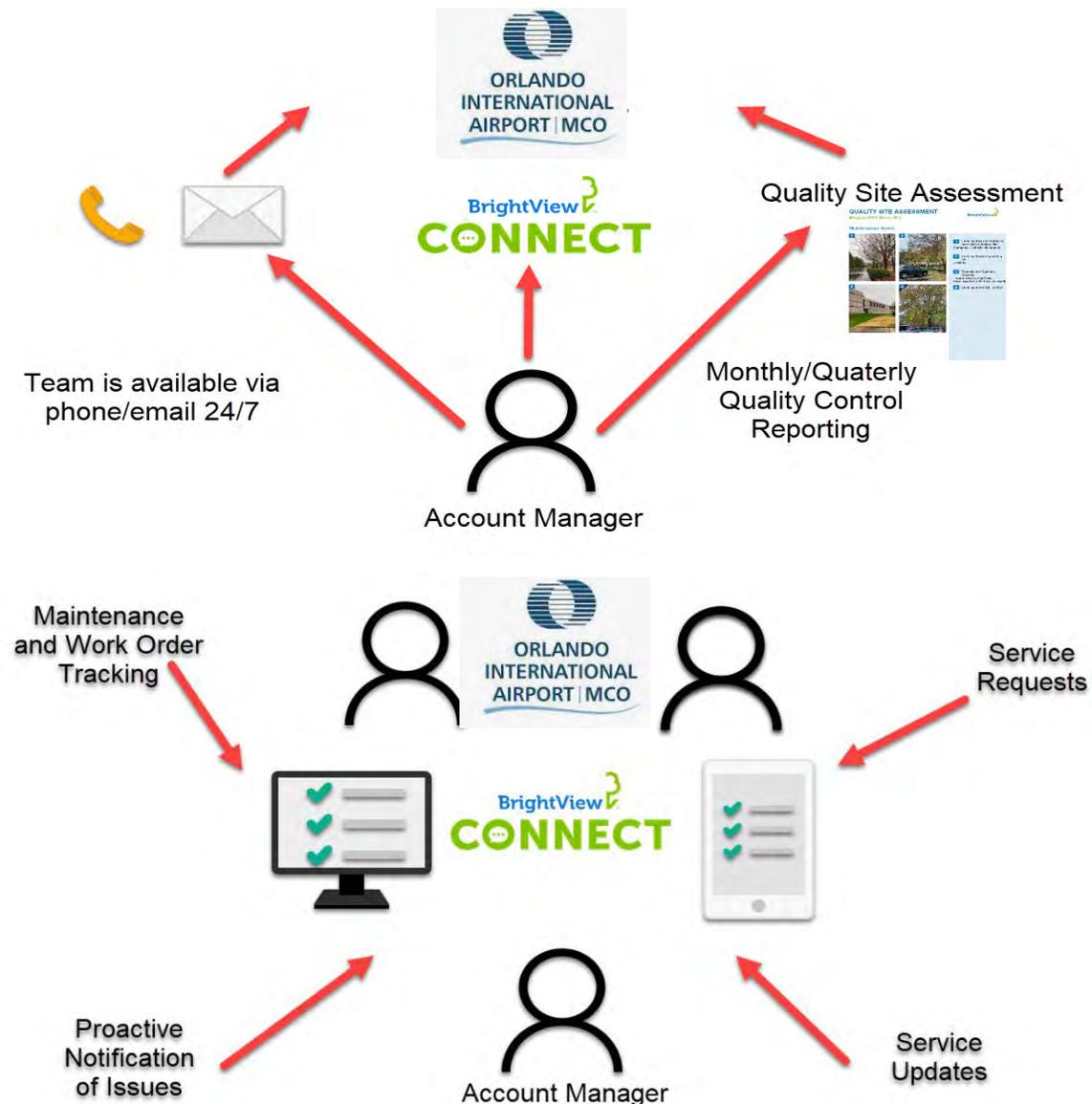
To the right of the table is a "Your Notifications" section with a "MANAGE NOTIFICATIONS" button. Below that is a "Heads Up!" section with several notification items, including "Schedule updates for Fall 2022" (Oct 01, 2022), "Photos from summer 2022" (Aug 01, 2022), and "Fun Landscaping Facts: Field of Dreams" (Oct 18, 2022). A "VIEW ALL" link is located at the bottom of the notifications section.

After each visit, a service confirmation will be provided along with images. These can be broken down by landscape maintenance categories!

Communication Dynamics – Maximum Transparency

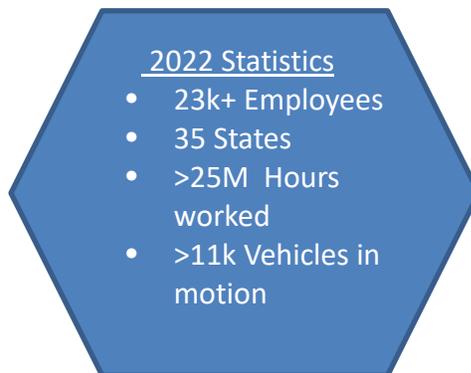
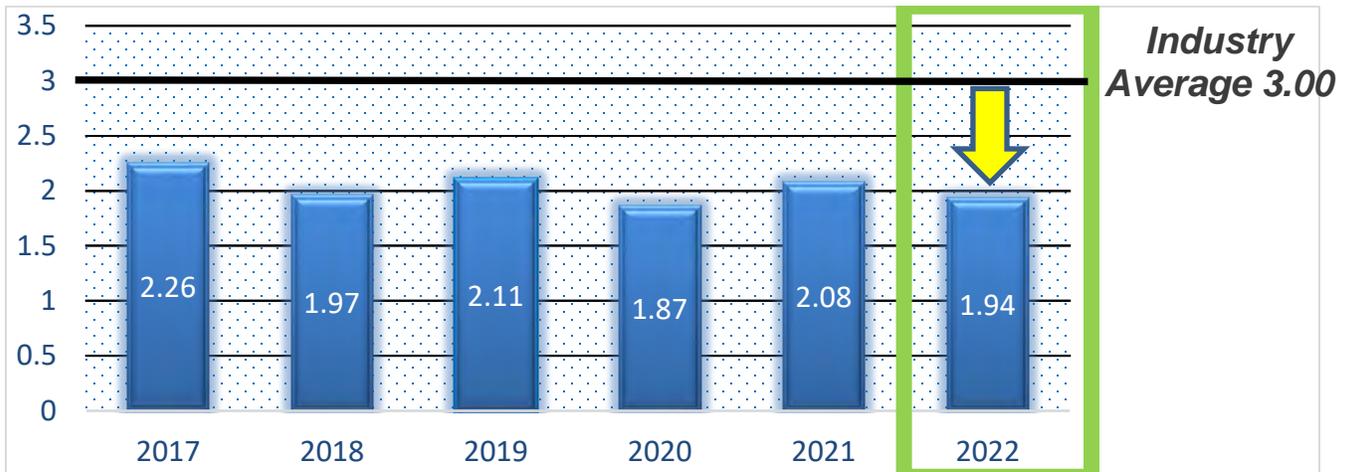
In addition to your Account Manager being immediately available via phone and email, we'd like to offer free access to the BrightView Connect platform that provides insight into where our team will be, trackable service requests/work orders, and real time updates to what is occurring with the Airport's landscaping.

The Quality Site Assessment will also serve as a tool to maximize accountability, and is a formal document that we complete to provide a direction for our crews as well as communicate



A Focus on Safety

OSHA Recordable Performance (2017 – 2022 FYTD)



Training Your Team to Exceed Your Expectations

We understand that well trained and tenured team members provide outstanding quality and customer service. Every Gardener on your team is required to complete our certification program, which prepares your crew with the skills to perform quality work, safely and to your complete satisfaction.

Gardeners are offered training to progress along a career track within BrightView. We have found that our career progression opportunities and training, motivates our team members to perform at their peak and remain committed to our company and our customers.

A Safe Community and Workplace is Our Priority

The safety and well-being of our customers, your property visitors, the general public, and our employees is of paramount importance to our operation. Below are measures we employ to maintain a safe working environment on and off your property.

Preserving a Safe Environment

- Mandatory personal protective equipment (PPE), including full uniformed crews with safety vests
- BrightView logo clearly displayed on vehicles.
- “How’s my driving?” stickers on vehicles
- Required use of cones to demark safety zone
- Initial and random driving record checks
- Initial and random drug/alcohol screenings
- Background checks

Crew Safety

- New hire safety orientation
- Extensive driver safety certification program
- Certification required to use all power equipment
- Mandatory weekly field crew safety meetings
- Reward system for safety compliance
- Weekly management safety calls



Personal Protective Equipment

Your Dedicated BrightView Crew-will always be in full uniform - company shirt, pants, belt, hat and work boots. This not only presents a professional look to our team, it gives a sense of safety to your staff and visitors who can instantly recognize our team members.



A Safe Workplace & Community is Our Pri-

Safety is our top priority at BrightView and we are committed to keeping our people safe every day across our business. As an organization committed to constant improvement, we actively work to continue developing a best-in-class Safety Management System that results in zero injuries to our team members. We take pride in conducting our business operations in a manner that helps to ensure the safety and well-being of our team members, customers, and the properties in which we operate.

We believe in the following principles:

- Safety is our top priority
- Appropriate PPE must be worn
- Follow-up, report, and learn from incidents
- Everyone is responsible for each other
- Training is the first step to safe behavior
- You are the key to making a difference



BrightView’s management is committed to providing a safe work environment and establishing safe work practices for all our employees. We begin all new jobs with a safety inspection. This identifies any job site hazards, roadway hazards and the safest place to operate from onsite.

Trucks are always equipped with cones that are placed around the truck and trailer at all times. We also demonstrate this commitment to safety through a continuing program of education and training, accident prevention, reporting, investigation and analysis, and the development of positive attitudes about safety and awareness about safety by all employees.

The following can be provided upon request:

- Safety Manual
- OSHA Compliance Manual
- Right to Know Program
- Safety Rules and Regulations
- HAZCOM Policy
- Safety Compliance Checklists
- Crew Member Equipment
- Safety Training Program
- Weekly Safety Talks

Every property is different with a unique set of maintenance needs. We will create the maintenance plan below which is designed to keep your properties looking their best year-round.

Mowing Services

We will deploy a specific mowing crew to perform all the mowing, edging, string trimming, and blowing. GOAA will be mapped and the crews will follow that mapping progression through GOAA.

This “mapping” will be provided to Your team in advance of our initial service. We can adjust the weekly mow schedule if we encounter rain, an emergency or a schedule adjustment based around a special event.



We will maintain a weekly schedule for all turf areas in the growing season and a bi-weekly schedule in the slow growing months.

The following schedule may change according to weather, turf conditions, and fertilization schedule:

Summer **(weekly)** (typically March through October);
Winter **(bi-weekly)** (typically November through February).

Hand mowers to be used in areas where large, heavy equipment may damage turf or other property.

Grass clippings will be dispersed at each mowing, to eliminate unsightly build-up of grass clippings that may appear after each mowing. Excessive clippings "wash-up", which may occur after heavy rains, will be promptly addressed by dispersal.

Obviously long or heavy grass clippings that cannot be adequately dispersed must be removed. All removed clippings must be recycled in keeping with recommended horticultural procedures unless otherwise stipulated.

Sidewalks and driveways will be edged with every mowing. Borders of plant beds are to be maintained with a distinct edge that separates the bed from adjoining grass. No chemicals shall be used for edging of the beds.

E-Verified Employees

BrightView is enrolled in E-Verify in all states in which we operate to ensure 100% compliance with all US Labor and Immigration laws.

Our participation in this web-based process, currently the best means available to electronically confirm employment eligibility, makes certain that individuals we hire and are working on our client's sites are authorized to work in the United States.

E-Verify is only part of BrightView's robust employment verification program. Our enterprise-wide practice also covers regular training of our staff and semi-annual auditing to maintain compliance with all US Labor and Immigration laws.



Emergency Response Team Ready When You Need Us

With hundreds of locations, we can dispatch faster than other landscape service providers in the event of a catastrophic situation, including but not limited to hurricanes, tornadoes / waterspouts, and severe weather.

When a catastrophe occurs, your local Account Manager will personally draw on resources and pull equipment from within the BrightView network to ensure your property is quickly, properly, and safely serviced.



A Custom Color Program for Your Program and Budget

Color plantings are usually the most intensively managed element of a landscape. There are ways, however, to develop an outstanding color program that makes a strong return on the investment. Color themes may be used to complement buildings, colors or the appropriate season of the year. The number of potentially successful color schemes are many, but we'll put together a proposal based on your input— and deliver a customized, cost-effective plan that's uniquely yours.

With careful planning, we are offering **your department** a well-designed, and maintained display that:

- Creates aesthetic excitement
- Provides an individual identity to the property
- Complements a well-maintained landscape
- Creates a pleasing atmosphere
- Makes an eye-catching statement about the property



Examples of Spring Seasonal Color at BrightView Properties

Below are some examples of seasonal color at some of our properties. Designs and color schemes will be put together at your request as part of the seasonal installations.



Examples of Fall Seasonal Color at BrightView Properties



Your Full-Service Landscape Expert

BrightView takes pride in providing the highest-quality landscape and snow services with a worry-free, dependable service commitment. As the nation’s leading landscape services company, we consistently bring excellent landscapes to life at thousands of clients’ properties, fostering collaborative relationships to drive clients’ success.

A full-service landscape company, BrightView can mobilize quickly to respond to special requests that may fall outside of the scope of landscape maintenance. In addition to landscape maintenance, our expertise extends to:

At every stage of your property’s lifecycle, BrightView is here to take care of your landscape.



Design	Develop	Maintain	Enhance
<ul style="list-style-type: none"> • Landscape Architecture & Planning • Design Build • Program Management 	<ul style="list-style-type: none"> • Planting • Hardscaped • Pools & Water Features • Compliance • Tree Growing & Moving 	<ul style="list-style-type: none"> • Landscape • Tree Care • Snow & Ice • Specialty Turf • Exterior Maintenance 	<ul style="list-style-type: none"> • Enhancements • Sustainability • Water Management

Weekly Reports Provided

We utilize a simple, yet effective reporting tool to communicate on weekly services. The report below can be used by our Account Manager during weekly site visits to recap the priorities back to you.



Field Report

Crew Leader: _____

Client Fax: _____

Client Name: _____ Date: _____

Property Name: _____ Manager: _____

THE FOLLOWING SERVICES WERE PERFORMED:

Operation	Complete	Ongoing
POLICE SITE	<input type="checkbox"/>	<input type="checkbox"/>
MOW	<input type="checkbox"/>	<input type="checkbox"/>
BLOWING	<input type="checkbox"/>	<input type="checkbox"/>
WEED BEDS	<input type="checkbox"/>	<input type="checkbox"/>
EDGE BEDS	<input type="checkbox"/>	<input type="checkbox"/>
EDGE HARD LINES	<input type="checkbox"/>	<input type="checkbox"/>
SPOT PRUNE SHRUBS	<input type="checkbox"/>	<input type="checkbox"/>
MAJOR PRUNE SHRUBS	<input type="checkbox"/>	<input type="checkbox"/>
PRUNE GROUND COVERS	<input type="checkbox"/>	<input type="checkbox"/>
PRUNE TREES	<input type="checkbox"/>	<input type="checkbox"/>
FLOWER CARE	<input type="checkbox"/>	<input type="checkbox"/>
SPRAY INSECTICIDE	<input type="checkbox"/>	<input type="checkbox"/>
SPRAY HERBICIDE	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

Client Signature: _____

Date: _____

Customer Satisfaction Surveys

We seek ongoing feedback from our clients using objective sources such as targeted telephone surveys or other outreach discussions in order to verify we are exceeding expectations.

You can count on us to preserve your trees, enhance their appearance, increase their production, improve safety and reduce liability.

Our ISA Certified Arborists offer a comprehensive set of services and will be available to you for everything you may need to keep your trees healthy and beautiful.

Available Tree Care Services:

- Tree pruning
- Soil and tissue analysis
- Cabling and bracing
- Emergency storm clearance
- Tree removal and stump grinding
- Inventory and management plans
- Insect and disease control
- Nutrient management
- Fertilization
- Transplant and relocation
- Nuisance fruit production control
- Hazard evaluation and management



The pruning of trees and palms assures the natural character which reduces potential hazards and insures stability in your urban tree canopy. Hardwood Trees can be pruned at various times of the year but our ISA Certified Arborist recommends a Winter and Summer management program.

- | | |
|---------------|---|
| Winter | Maintenance Pruning of Crape Myrtles (February-March), Hardwood elevation and deadwood removal if necessary |
| Spring | (April-May) Pruning of all Palms to remove brown fronds and seed stalks. |
| Summer | Maintenance Pruning of Hardwoods to remove excess foliage, building, security, vehicle and pedestrian clearance issues. |
| Fall | (September-October) Pruning of all Palms to remove brown fronds and seed stalks (Optional if needed) |



Arbor Note

The map below is an example of a Clubhouse our Tree Care Team developed an inventory for, this demonstrates our capabilities to count, audit and service the entire community's Tree and Palm maintenance. The below sample of the clubhouse area identifies every type of tree and palm. We create an Excel spreadsheet from the map (as below) that then informs the community of the Service Area, the Quantities, the Species, Type and Frequency of Service, and the Annual Price for the tree and palm pruning.

Esplanades- Highland Ranch



Water Management is much more than just sprinkler repairs. After confirming that all heads are working properly, we will need to understand which zones water which plants, and whether they are growing in full sun or shade. It is also important to monitor the soil conditions and daily weather conditions.

Please note that this is an initial estimate and we will need to perform a complete and thorough audit in order to provide accurate pricing.

Every Irrigation clock will be checked thoroughly once per month by the full time Irrigation Technician.

A report will be provided to the Community Manager Any irrigation heads or damaged will be repaired immediately. Any other problems will be reported immediately to Community Manager.

- Monthly irrigation checks assure that every zone is fully operational, and coverage is adequate to keep a healthy and lush landscape.
- Water management is the key to a successful landscape management program.
- The best preventative maintenance program is one that consistently checks the system, keeps it up and running properly, and repairs issues in timely manner.





Bid Forms

Solicitation Number: 23-364-IFB
Landscape Maintenance Services for
Parking Lots

June 19th, 2023

Submitted by:
BrightView Landscape Services
Primary Contact: Luke Vergara
Cell: 407-820-6881
Email: Luke.Vergara@brightview.com



THE VALUE OF QUALITY

THE VALUE OF CONSISTENCY

THE VALUE OF PURPOSE

THE VALUE OF PASSION



Procurement and Purchasing Department

ADDENDUM NO: 1

Solicitation No. 23-364-IFB

Landscape Maintenance Services for Parking Lots

Response Deadline: June 20, 2023 at 11:00 am

This addendum forms a part of the Solicitation Documents described above. The original Solicitation Documents remain in full force and effect except as modified by the following which shall take precedence

- ITEM 1.** Replace Page 7 with corrected Page 7. Page 7 has been corrected to remove date of Procurement Committee.
- ITEM 2.** Replace Page 12 with corrected Page 12. Page 12 has been updated to include: Bidder shall submit with bid copies of Licenses and Certifications that are pertinent to this work. All such documents shall be current.
- ITEM 3.** Replace Pages 33 and 34 with corrected Pages 33 and 34. Page 33 Section 3.14 d. has been corrected to include: *In addition the Landscape Company must have a Pest Control License and Certificate for Lawn and Ornamental from the State of Florida Department of Agriculture and Consumer Services.* Page 34 Section 3.14 f. has been corrected to include: In addition, the Contractor shall provide the AAR a monthly report of findings and application applied.
- ITEM 4.** Added Exhibit 3 – Plant Tree Inventory.
- ITEM 5.** **Question:** The following license does not allow the tech to treat for pests and disease in turf. What is the reason behind its requirement? The primary spray technician shall be a limited certification holder from the State of Florida Department of Agriculture and Consumer Services, with a minimum of three (3) years spray experience on a project of similar scope and size, and shall be pre-approved by the AAR.
Answer: : Addendum 1 shall add the requirement for the Landscape Company must have a Company Pest Control License and Certificate from the State of Florida Department of Agriculture and Consumer Services.

ITEM 6. Question: Under what circumstances does this apply? 7) Contractor shall be responsible for providing any supplemental watering of newly planted or existing landscape material.

Answer: If during a repair of the irrigation system, the Contractor is responsible for maintaining the health of the plants, refer to Section 3.15 Irrigation.

ITEM 7. Question: Are there any reports required for this contract? Daily, weekly, monthly?

Answer: Refer to Section 3.3 Inspections and Approval - a. The Contractor shall provide daily work sheets stating area where work was accomplished, name(s) of personnel and hours worked. Upon completion, the AAR will inspect areas where work has been performed.

Refer to Section 3.13 Fertilization - a. The Contractor shall provide Aviation Authority with a complete fertilization program prior to application of any product. b. Contractor shall notify the AAR seven (7) days in advance of any fertilization application for the project site work areas. f. Contractor shall provide the AAR with soil analysis reports to determine fertilizer composition and if soil additives are required when a problem develops in a landscape area using UF/IFIS Extension Instruction, December 2019.

Refer to Section 3.14 Disease And Insect Control - Revised Per Addendum 1 In addition, the Contractor shall provide the AAR a monthly report of findings and application applied.

Refer to Section 3.15 - Irrigation a. The Contractor shall have 45 calendar days from date of Contract, on or about October 1, 2023 to provide an inventory assessment of the irrigation system. Upon completion of the inventory assessment Contractor shall provide a full inventory of all irrigation parts on the system(s) and repair/maintenance plan of all items found during the assessment that are not functioning properly on the Aviation Authority's irrigation system and submit it to the AAR. d. The Contractor shall provide, on a monthly basis, a daily log of the maintenance performed on the irrigation system, including parts used, repairs made, fuses, valves and controllers completed by identification numbers or letters utilizing a Monthly Inspection Form as provided by the AAR.

ITEM 8. Question: Is the contractor required to have a tech with the fertilization license on staff?

Answer: Bidder shall submit with bid copies of Licenses and Certifications that are pertinent to this work. All such documents shall be current. Revised per Addendum 1.

ITEM 9. Question: Just to clarify the intent of this part of the contract is that there will be a lead irrigation tech and another irrigation tech dedicated solely to the 6 parking lots? Will they be required to me on site Monday through Friday for 40 hours a week? 2) Qualification of the Lead Irrigation Technicians shall be provided to the AAR for pre-approval. In addition, Contractor shall provide an irrigation crew of a

minimum of two (2) full time irrigation technicians to work solely on the irrigation system.

Answer: Awarded Contract must have a lead irrigation tech and another irrigation tech dedicated to the 6 parking lots. The irrigation technicians shall be full time employees of the Contractor. Contractor shall ensure irrigation technicians are available to make repairs to the Irrigation System within a 24 hour time period after notice from the Aviation Authority or as directed by the AAR.

ITEM 10. Question: Concerning below the Aviation Authority is only requiring one porter be available per day to handle all 6 parking lots. Is that correct? a. Contractor shall have a dedicated landscape technician (s) who shall perform complete and continuous policing and litter pick-up including debris along the water's edge during each mowing cycle and daily during the Standard Work Hours Schedule for the landscape areas and parking areas covered under this Contract.

Answer: Awarded Contractor shall ensure that the parking lots will have continuous policing and litter pick-up including debris along the water's edge during each mowing cycle and daily during the Standard Work Hours.

ITEM 11. Question: Would it be possible to receive a copy of the bid tabulation for the last time this project was open for bidding?

Answer: B11-18 Landscape Maintenance of Parking Lots - LDB Only Open Date: 3/20/2018 @ 2:00pm 1. The Grounds Guys of Winter Garden - \$868,924 2. Ground Effects - \$859,781 3. Helping Hand Lawn Care, LLC - \$758,887.

ITEM 12. Question: Is there a color guide for the map to determine what each color represents?

Answer: The colors on the map does not have a specific meaning, the colors represents the landscape area to be maintained, the overall contract coverage is within the yellow dashed lines.

ITEM 13. Question: Would it be possible to receive a copy of the bid tabulation for the last this project was open for bidding?

Answer: B11-18 Landscape Maintenance of Parking Lots - LDB Only Open Date: 3/20/2018 @ 2:00pm 1. The Grounds Guys of Winter Garden - \$868,924 2. Ground Effects - \$859,781 3. Helping Hand Lawn Care, LLC - \$758,887.

ITEM 14. Question: We already submitted the documents regarding certification, can we offer a bid? Also we send a proposal for joining our company with another one to provide a bid, also can we do that? Could you please tell us who is the incumbent company and the contract value?

Answer: Refer to Section 2.8 Minority and Women Business Enterprise ("MWBE") Participation Program. All Bidders, including a Bidder which is an MWBE, shall comply with the MWBE requirements outlined in this Section by having MWBEs other than the Bidder, participate in the performance of the Contract services at a sufficient level to meet the participation goal.

10a. Bid may be deemed non-responsive if named MWBE's are not certified by either GOAA, Orange County, City of Orlando, Office of Supplier Diversity or FDOT (if it is DBE certified) at the time of Bid submittal.

10b. Bidders are required to submit, with their Bid, the Letter of Intent/Affirmation information by completing the form for each MWBE Firm. Refer to Bid, Section 6, Bid Submittal, MWBE Letter of Intent/Affirmation.

10c. Current Contractor is Helping Hand Lawn Care, LLC. The current Contract value for 11-18 is \$1,364,228.72.

ITEM 15. Question: Could you please provide a number of irrigation zones for each parking lot?.

Answer: This information is not available.

ITEM 16. Question: On the pricing sheet it asks for a price for Saturday trash pickup. Is that for one person to work on a Saturday, Or for all parking lots to be cleaned up on a Saturday? Or for each specific lot? If so I think it needs more line items, one for each lot.

Answer: Additional trash pickup may be required on Saturday's, if requested by the Aviation Authority. If requested, the price line may be utilized per parking lot.

ITEM 17. Question: Do you want the mulch priced per bag? If so how big of a bag, or do you want it priced per cubic yard?

Answer: Mulch shall be priced per bag, for consisting bag size is two (2) per cubic yards per bag. The Pricing Table has been updated to reflect 2 cubic yards per bag.

ITEM 18. Question: On the site maps, does the specific color of each zone shown have a specific meaning to it? For example, is orange, yellow, green, blue, etc. attributed to specific types of maintenance? If so, can you please clarify what each color means on each site map?

Answer: The colors on the map does not have a specific meaning, the colors represents the landscape area to be maintained, the overall contract coverage is within the yellow dashed lines.

ITEM 19. Question: For the sake of pricing, does each bidder need to include all areas within the yellow dashed lines labeled as "Overall Contract Coverage" or do we only need to capture the areas as shown in the colored groups within each map?

Answer: The maps represent the contract coverage within the yellow dashed lines labeled as Overall Contract Coverage.

ITEM 20. Question: On the site maps, the square footages and acreages have been provided. Does this only apply to the different colored areas or is it cumulative of

Answer: The maps represent the contract coverage within the yellow dashed lines labeled as Overall Contract Coverage.

ITEM 21. Question: Please confirm that no Bid Bond is required on this project.

Answer: No Bid Bond is required for this bid.

ITEM 22. Question: Will any of the areas to be maintained require the contractor to pay the fee associated to a "New Hard Key" as shown on pg. 18 of 78?

Answer: Yes, Contractor will need to pay the fee associated for each new hard key.

ITEM 23. Question: As stated during the pre-bid meeting, please confirm that the percentage of MWBE participation listed in the bid submittal cannot change, up or down, throughout the entire term of the contract.

Answer: Refer to Section 2.8 Minority and Women Business Enterprise ("MWBE") Participation Program. For this Contract, the Aviation Authority has established a MWBE Participation Goal of 25%, which means that 25% of the total Contract expenditures by the Aviation Authority should be used to purchase goods or services under the Contract from MWBEs. All Bidders, including a Bidder which is an MWBE, shall comply with the MWBE requirements outlined in this Section by having MWBEs other than the Bidder, participate in the performance of the Contract services at a sufficient level to meet the participation goal. If awarded Contractor proposes participation of 30%, for the duration of the Contract the Contractor shall maintain the goal of 30%.

ITEM 24. Question: Based on the description on pg. 24 of 78, the contractor is to provide weekly services through 7 months and bi-weekly services through the other 5 month. This comes out to approximately 38-40 cycles per year. Can you please confirm the total numerical amount of visits you would anticipate per year so each bidder can price an apples-to-apples number?

Answer: Refer to Section 3.4. At the direction of the AAR additional mowing cycles may be requested. The pricing table represents the cycles requested per parking lot.

ITEM 25. Question: It is stated on pg. 25 of 78 that may be required to work outside of standard working hours. In this event, will the contractor be paid additional fees to account for OT labor rates?

Answer: Refer to Section 3.4 Work Hours. No, the Contractor will not be paid additional fees to account for overtime. Work outside of standard hours is at the discretion of the Aviation Authority. Also Contractor can request to work outside of the standard hours with 48 hours' notice.

ITEM 26. Question: Building upon the previous question, if the contractor is asked to provide additional services, will these services be paid for additionally by the airport? Or is this expected of the contractor to handle at no additional charge?

Answer: Additional Work” shall refer to additional landscape maintenance as directed by the AAR. Refer to the pricing table for each year, Section Additional Services.

ITEM 27. Question: Have verticutting services historically been provided on an annual basis? Or, how often should verticutting services be provided to St. Augustine and Bahia turf?

Answer: Refer to Section 3.4. Mowing.

ITEM 28. Question: Historically, how many chemical applications of pre-emergent and post-emergent have been applied to all turf areas per year? How many have been applied in landscape bed areas per year?

Answer: Refer to Section 3.13 Fertilization, twice a year, early spring and fall.

ITEM 29. Question: How many soil analysis reports are required to be done by the contractor at each location and per year? Does this need to be done in the landscape beds and turf areas separately?

Answer: Refer to Section 3.13 Fertilization, Contractor shall provide the AAR with soil analysis reports to determine fertilizer composition and if soil additives are required when a problem develops in a landscape area.

ITEM 30. Question: Can a list of all trees, based on caliper, be provided to all contractors in order to accurately bid the fertilizer requirements for the trees at each location?

Answer: This information is not available.

ITEM 31. Question: Can a total palm tree count be provided broken out by species and overall height?

Answer: A palm tree count by species is provided as Exhibit C.

ITEM 32. Question: What typical insect infestations have been an issue in recent year? What fungus issues have been present in recent years, if any?

Answer: Typical insect infestation has included ants and palm weevils. No fungus issues have been reported.

ITEM 33. Question: For the 45 day period where the contractor is assessing the current status of the irrigation system, will the contractor be allowed to bill for those hours and for the report generated or does this need to be included in our submitted pricing?

Answer: The Awarded Contractor shall be paid the 1st monthly irrigation maintenance fee for the irrigation report. The Awarded Contractor shall not invoice the Aviation Authority with additional hours to provide this report.

ITEM 34. Question: Will repairs to the irrigation system be an extra billable outside of the main contract? (Excluding repairs as a result of damage by the contractor.)

Answer: Refer to Section 3.15 Irrigation. Beginning on day 46 of the Contract, Contractor shall be responsible for all irrigation parts and irrigation maintenance of

all main lines 8" diameter and below that were not identified during the inventory assessment.

ITEM 35. Question: How many areas on site have required hand watering in the past year?
Answer: No Parking Lot areas on site have required hand watering during the past 12 months.

***** END OF ADDENDUM NO: 1 *****

Janice K. Hughes

Janice K. Hughes, CPPB
Senior Purchasing Agent
Janice.Hughes@goaa.org

Date: 6/13/2023

1.0 GENERAL INFORMATION

Revised Per Addendum 1

1.1 Tentative Schedule

Release Date	May 14, 2023
Pre-Bid Meeting Date (10:00 am EST)	May 30, 2023
Deadline for submission of questions (5:00 pm EST)	June 6, 2023
Release of Addendum, if any	June 13, 2023
Deadline to submit Solicitations (by 11:00 am EST)	June 20, 2023
Procurement Committee*	July 18, 2023
Recommendation to the Aviation Authority Board*	August 16, 2023

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

1.2 Intent/Purpose

- a. The Greater Orlando Aviation Authority, Orlando International Airport, Orlando, Florida, (Aviation Authority) is soliciting electronic sealed bids from qualified Bidders to provide Landscape Maintenance and Irrigation Services for the various parking lots at the Orlando International Airport. Contractor will furnish all labor, supervision, equipment, tools, materials and supplies, licenses, permits, chemicals, and all other items necessary or proper for, or incidental to, performing landscape and irrigation maintenance services in accordance with these Specifications.
- b. This Bid includes a Minority and Women Business Enterprise (MWBE) participation requirement. The Participation Goal for this Contract will be 25% for MWBEs.

1.3 Solicitation Information

- a. Sealed electronic responses will be received for this solicitation through the Greater Orlando Aviation Authority e-Procurement Portal located at <https://procurement.opengov.com/portal/goaa>. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.
- b. **Bids submitted by hard copy, e-mail, telephone or fax shall not be accepted. Bids submitted outside of the designated electronic submission portal shall be rejected as non-responsive regardless of where received.**
- c. **The Aviation Authority shall not be responsible for delays caused by any occurrence, to include a result of a technology issue are still considered late and shall not be accepted.**

2.0 SPECIAL CONDITIONS

Revised Per Addendum 1

2.1 Bidder's Minimum Requirements

- a. Bids will be considered only from Bidders which are regularly engaged in the business as described in this Bid package; with a record of performance for the period of time stated in the Minimum Requirements, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated.
- b. Bidders that do not meet the requirements listed as determined by the Aviation Authority, at its sole discretion, will be deemed non-responsive and not considered for award. All decisions made by the Aviation Authority are final.
- c. The awarded Contractor (Bidder) must be licensed to do business in the State of Florida and perform under the laws of the State of Florida.
- d. Bidder must have a minimum of three (3) years' experience performing Landscape Maintenance Services in an area of at least 50 acres providing:
 - 1) Mowing;
 - 2) edging and trimming;
 - 3) weeding;
 - 4) disease and insect control;
 - 5) fertilization;
 - 6) provide/install annuals;
 - 7) trash and debris removal;
 - 8) provide/placement of mulch; and
 - 9) Irrigation maintenance.
- e. Bidder has provided these services for at least three (3) entities with contracts of similar size and scope of this Contract during such five (5) year period immediately preceding the date.
- f. Bidder shall submit with bid copies of Licenses and Certifications that are pertinent to this work. All such documents shall be current.**
 - 1) Bidders possesses a State of Florida Restricted Pesticide Ornamental and Turf License issued by the Department of Agriculture and Consumer Services authorizing the application of pesticides, herbicides, and insecticides for exterior use.

2.2 Evaluation of Bid Award

- a. The Aviation Authority reserves the right to award the Bid to the responsive and responsible Bidder who submits the lowest Bid, meeting the bid requirements and specifications.

- k. Trees shall be fertilized in spring, and early fall, in the following amounts:

<u>Caliper (Diameter)</u>	<u>Pound of Fertilizer</u>
2"	3
3"	6
4"	10
5"	15
6" or more	4 lbs. per inch of diameter

- l. Contractor shall spread the fertilizer under foliage canopy. Note - Contractor shall alert the AAR seven (7) days in advance of fertilization of any and all of the project site work areas.
- m. All shrubs and groundcover shall be fertilized by spreading over beds in spring and fall at the following rate:

(1-1/2 to 3 lbs. per 100 square feet)
- n. Palms shall be fertilized during spring and fall. The palm fertilizer shall be broadcast under foliage canopy at the rate of 1 lb. per inch of palm trunk diameter.
- o. Canary Date Palms (specimen) require supplemental fertilization with minor elements including magnesium, sulfur, and trace amounts of zinc, copper and boron.

3.14 Disease And Insect Control Revised Per Addendum 1

- a. Contractor shall be responsible to safeguard all users, pedestrians, automobiles, and restricted areas, which may be affected by disease and insect infestation. All necessary barriers shall be Contractor's responsibility (i.e. acquisition, erection and removal).
- b. Application signage shall be removed within seven (7) days of application.
- c. ***The primary spray technician shall be a limited certification holder from the State of Florida Department of Agriculture and Consumer Services, with a minimum of three (3) years spray experience on a project of similar scope and size, and shall be pre-approved by the AAR.***
- d. ***In addition the Landscape Company must have a Pest Control License and Certificate for Lawn and Ornamental from the State of Florida Department of Agriculture and Consumer Services.***
- e. Contractor shall notify the AAR in written e-mail prior to any chemical spraying. The written e-mail shall include, date, time, location, and type of spraying operation to be performed. Contractor shall use and identify a non-toxic dye color to identify the application.

Revised per Addendum 1

- f. Upon identification and confirmation of a disease or insect problem requiring treatment, the proper pesticide or pesticides shall be applied as needed on a spot treatment basis, using the least toxic effective pesticide to control the infection or infestation on a monthly basis (twelve times per year). **In addition, the Contractor shall provide the AAR a monthly report of findings and application applied.**
- g. At any time during the term of the Contract the AAR feels the Contractor does not have a disease or insect problem under control, the AAR can require the Contractor to solicit expert's advice from a horticultural consultant at the Contractor's expense.
- h. Contractor shall maintain a preventative program for all palms and including treatment for palm weevils at a minimum of two times per year, ~~excluding Sabal Palms.~~
- i. Damage to plant material due to improper spray application or lack of pest control shall result in replacement of that material at Contractor's expense.

3.15 Irrigation

- a. The Contractor shall have 45 calendar days from date of Contract, on or about October 1, 2023 to provide an inventory assessment of the irrigation system. Upon completion of the inventory assessment Contractor shall provide a full inventory of all irrigation parts on the system(s) and repair/maintenance plan of all items found during the assessment that are not functioning properly on the Aviation Authority's irrigation system and submit it to the AAR. The Aviation Authority shall have the option to reimburse the Contractor for the repairs or will allow a Third Party to make repairs.
- b. Beginning on day 46 of the Contract, Contractor shall be responsible for all irrigation parts and irrigation maintenance of all main lines 8" diameter and below that were not identified during the inventory assessment.
- c. During the Contract term, including any extension, the Contractor shall be responsible for monitoring of and maintenance to the Aviation Authority's irrigation system to assure that all areas are watered in accordance with good horticultural practices. Prudent judgment shall be used when watering to prevent spray water from hitting vehicular and pedestrian traffic.
- d. The Contractor shall provide, on a monthly basis, a daily log of the maintenance performed on the irrigation system, including parts used, repairs made, fuses, valves and controllers completed by identification numbers or letters utilizing a Monthly Inspection Form as provided by the AAR.

Exhibit "C"

DESCRIPTIVE PLANT/TREE INVENTORY

EMPLOYEE LOT

ITEM #	NAME	ESTIMATED QUANTITY
TREES		
1.	Red Maple	9
2.	Flowering Dogwood	7
3.	Weeping bottlebrush	6
4.	East Paltka Holly	31
5.	Dahoon Holly	37
6.	Muskogee Crape Myrtle	42
7.	Natchez Crape Myrtle	29
8.	Southern Magnolia	183
9.	Chickasaw Plum	13
10.	Slash Pine	111
11.	Shumard Oak	25
12.	Live Oak	222
13.	Weeping Willow	17
14.	Bald Cypress	63
15.	Ligustrum	12
16.	Bradford Pear	2
PALMS		
1.	Medjool Date Palm	9
2.	Sabal Palm	131
3.	Washington Palm	69

WEST PARK PLACE

ITEM #	NAME	ESTIMATED QUANTITY
TREES		
1.	Pine Tree	30
2.	Wax Myrtle	6
3.	Bottle Brush	25
4.	Ligustrum	14
5.	Crepe Myrtle	3
6.	Oaks	100
PALMS		
1.	Sabal Palm	200
2.	Canary Palm	2
3.	Washingtonian	2

NORTH PARK PLACE

ITEM #	NAME	ESTIMATED QUANTITY
TREES		
1.	Red Maple	26
2.	Loblolly Bay	1
3.	Dahoon Holly	109
4.	Muskogee Crape Myrtle	46
5.	Tuscarora Crape Myrtle	38
6.	Sweetgum Tree	14
7.	Southern Magnolia	22
8.	Slash Pine	677
9.	Sycamore Tree	29
10.	Shumard Oak	23
11.	Live Oak	187
12.	Bald Cypress	137
PALMS		
1.	Date Palm	1
2.	Booted Cabbage Palm	66
3.	Washington Palm	240

SOUTH PARK PLACE

ITEM #	NAME	ESTIMATED QUANTITY
TREES		
1.	Nellie Stevens Holly	7
2.	White Crepe Myrtle	12
3.	Red Crepe Myrtle	12
4.	Southern Magnolia	103
5.	Ligustrum Trees	30
6.	Live Oak	140
PALMS		
1.	Washington Palm	60