GOAA DATE: 9/21/22 ITEM NO: 5-P DOCUMENTARY # 101490



## **PURCHASING CONTRACT 25-22**

# **Upholstery Services for Passenger Style Seating**

**Contractor:** New Image Upholstery, Inc

## **Contract**

This Agreement/Contract is made and entered into effective as of the <u>27</u> day of <u>October</u> <u>20 22</u>, 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 Aviation Authority, and <u>NEW IMAGE UPHOLSTERY INC</u>, 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 furnish all labor, supervision, miscellaneous materials (included, but not limited to, thread, zippers, linings, etc.) equipment, tools, pick-up, delivery and all other items necessary or proper for, or incidental to, performing upholstery fabrication and installation services using the Aviation Authority-provided custom fabrics and vinyl on Passenger style seating units located in public areas throughout the Terminals (Terminals A , B and C), Airsides, and the Train Station at the Orlando International Airport, and all other items necessary or proper for, or incidental to, performing its obligations under <a href="Purchasing Bid 25-22">Purchasing Bid 25-22</a>, Upholstery Services for Passenger Style Seating for the Orlando International Airport, in accordance with the Contract Documents which consist of the Contract, Bid Price Form Page, 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 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 Form Page** 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						
	By:						
Official Seal	Its:						
	Date:						
Attest:							
Secretary							
WITNESSED BY:	"CONTRACTOR"  NEW IMAGE UPHOLSTERY INC						
(Seal)	(Signature of Owner or General Partner)						
ITS:	President						
	Name of Owner or General Partner Printed						
	Date: 9/20/20.						
Approved as to Form an	d Legality						
Nelson Mullins Riley & Scarl By Greater Orlando Aviation A	borough, LLP						

#### **Greater Orlando Aviation Authority**

IFB No.: 25-22 Three Year Pricing for Upholstery Services for Passenger Style Seating

#### Bidder's Name:

DO NOT MODIFY OR REISSUE THE BID PRICE SHEET; USE THE BID PRICE SHEET FORM PROVIDED. The Electronically completed spreadsheet must be saved on USB flash drive as an excel file and included with Bid submittal.

				Year One				Year Two				Year Three			
ITEM	DESCRIPTION	MOU	QTY	UNI	NIT PRICE		EXT. PRICE		UNIT PRICE		XT. PRICE	UNIT PRICE		EXT. PRIC	
1	Seat Back Cover - Arconas Passenger Seating - Manufacture and Installation	Each	750	\$	65.00	\$	48,750.00	\$	65.00	\$	48,750.00	\$	65.00	\$	48,750.00
2	Seat Bottom Cover - Arconas Passenger Seating - Manufacture and Installation	Each	750	\$	60.00	\$	45,000.00	\$	60.00	\$	45,000.00	\$	60.00	\$	45,000.00
3	Seat Back Cover - Passenger Seating - Installation Only	Each	250	\$	25.00	\$	6,250.00	\$	25.00	\$	6,250.00	\$	25.00	\$	6,250.00
4	Seat Bottom Cover - Installation Only	Each	250	\$	20.00	\$	5,000.00	\$	20.00	\$	5,000.00	\$	20.00	\$	5,000.00
5	Tablet Arm - Installation Only	Each	200	\$	10.00	\$	2,000.00	\$	10.00	\$	2,000.00	\$	10.00	\$	2,000.00
6	Additional Services per Labor Hour	Hour	500	\$	60.00	\$	30,000.00	\$	60.00	\$	30,000.00	\$	60.00	\$	30,000.00
	SUB-TOTAL FOR E	ACH	<b>YEAR</b>			S	137,000.00		100	\$	137,000.00			\$	137,000.00

#### GRAND TOTAL HERE AND ON ATTACHMENT "B" BID PRICE SCHEDULE PAGE.

NOTE: The figure shown should match as the "Total Three (3) Year Bid Price." \$ 411,000,00

The number of quantities and hours per year have been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Aviation Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the number of quantities and hours to differ from the estimates. The Aviation Authority has no obligation to request any quantity and hour or to require the use of any particular quantity of seat units and number of standard hours. Bids will be evaluated based on the Total Three (3) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Aviation Authority only to pay the unit price and hourly rate provided in the successful Bidder's Bid for the services and materials actually requested by the Aviation Authority and satisfactorily provided by the Contractor. The hourly rate provided in the Bid should take into consideration the hourly rates paid to all of the Contractor's employees used in performing the Contract services.

#### Bidder/Contractor Acknowledgement and Approval

The following information, including an authorized representative signature, is required to be submitted with your bid detail pricing in order to be considered for evaluation and award. The person signing below acknowledges and agrees with all proposed information as submitted as has the authorization of the said company to enter into a contractual agreement with the Aviation Authority for the purposes as proposed and described.

Company Name: NEW IMAGE UPHOLSTERY INC

Authorized Signature:

Printed Name/Title: ANTONIO SANTIAGO

Date: 07.11.2022

## **Attachment A - 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:
New image Upholoten inc.	☑ physical presence or ☑ online notarization
Bidder's Signature	this day of <u>July 11</u> 20 22
Print Name and Title Sanhago	by Antivio K Bations Margles who is
President	☐ Personally Known; or ☐ Produced ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐
Address: 844 F. Donegan Ave.	[Check applicable box to satisfy identification requirement of FLA. Stat. §117.05)
Liesimmel, Fl. 34444	REINALDO MALDONADO Notary Public - State of Florida Commission # HH 021218
Date	My Comm. Expires Aug 31, 2024
Duns Number	COUNTY OF Sceniff
59-3648952.	Notary Signature:
Federal Tax Id Number	Notary Public My Commission Expires: 5-31-34
Tsantiago a new image opholstery. com	Reinardo Mardorado
Email:	Notary Public
The Aviation Authority only requires Company F	ederal Tax Id numbers. The Aviation Authority

B25-22 Upholstery Services for Passenger Seating

is not requesting individual social security numbers.

**BASE REV 5/6/22** 

#### Attachment B - Bid Price Form

# BID PRICE FORM GREATER ORLANDO AVIATION AUTHORITY PURCHASING BID 25-22

A BID PRICE FORM IS ACCOMPANIED WITH THIS INVITATION FOR BID AS A MICROSOFT EXCEL SPREADSHEET. DO NOT MODIFY OR REISSUE THE BID PRICE FORM; USE THE BID PRICE FORM PROVIDED. The Excel Bid Price Sheets are to be completed electronically on an Excel spreadsheet. Submit the Bid Price Form as detailed in the instructions for Bid Submittals listed in Section 6.

Bidder's Bid prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Bidder's costs during the initial term of the Contract must be reflected in its prices set forth in its Bid. 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.

The Bidder's Unit Prices shall include the Contractor's portion of social security taxes, unemployment taxes and all other compulsory payroll taxes, worker's compensation insurance costs, costs of any health insurance or other fringe benefit provided to employees, uniform costs, costs of performance bond and U.S. Customs and Border Protection bond, hologram badge and insurance coverage, travel costs, training costs, other overhead costs, profit margin and any other costs or fees the Bidder would expect to receive or recover from the Aviation Authority in performing the services.

The Bidder agrees to furnish all labor, supervision, materials, supplies, equipment, tools, transportation and all other items necessary or proper for, or incidental to, the refurbishment and repair of wood furniture, located throughout the terminal building at the Orlando International Airport as specified herein. The work includes, but is not limited to, coordination, pick-up, delivery, refurbishment and repair based on a schedule provided by the Aviation Authority as described in the Contract Documents.

Purchasing Bid 25-22, Upholstery Services for Passenger Style Seating

TOTAL THREE (3) YEAR BID PRICE:
Four hundred Eleven thousand \$411,000.00
(Print Dollar Amount)
Note: The figure shown above must match the figure shown on the Bid Form Price Sheet (Excel Worksheet) as the "Total Three (3) Year Bid Price."
Authorized Signature:
Name and Title (Typed or Printed): Antonwk Gantiago President
Date: 04.11.0023
5-22 Upholstery Services for Passenger Seating BASE REV 5/6/22

## **Attachment C - 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
Addendum No	Dated
Company Signature  Andriw K. Santiago  Print Name  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	New mage wholsten inc
Contact Individual	Hotone h. Santago
Contact Address	844 F. Lonegan. Ave
City, State, Zip	1055mm le, H. 34799
Telephone Number	407-908-2093
Email Address	teantagon new magupholse y. 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.

Name		Indicate Principal or Authorized Authority
Antonio K. Santiago	President	
Victor A. Santiago	Vio-President	1/Ed

## 3. EXPERIENCE

- a. Primary line of business: <u>Furniture</u> Repair
- b. Years in business: 22c. Years performing this type of work: 22
- d. Is your firm currently providing products/services within the State of Florida:
- e. Provide detailed experience within the last three years relevant to the IFB.
- f. Provide a copy Business License

## 4. SERVICE FACILITY

Name of service center	Vue mage voho stem 120
Address	1884 F. Longan He Rissimmelo, 4.34744
Contact:	Antonio Santiago / Victor Santiago
Telephone number	404-932-2333
Email:	Teantiago whew image uphastery com
halatan, Sanjiaga far Dagganger Secting	V. Egntagod new 1 mode inphots ter. com

B25-22 Upholstery Services for Passenger Seating

5. REFERENCES: List a 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 three years and with whom the Aviation Authority shall be able to contact to validate the Bidder's capabilities and experience. 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.

Ref #1. Company/Organization name GOAH
Address: ON Jeff Figure Boulevoord, Orlando, Fl, 32821
Description of Services: hemove, Beuphobler and Install Gate
Seating
Under current contract: Yes X No Contract Value: \$ 294,850.
Date of Services: Curvett
Contact Person: Laury Jagan
Email: Dragg Na GOAA - Corh Telephone # 407-825 - 2138
Mast Avanuat Vanda Kinadan
Ref #2 Company/Organization name What Library at Magne Mingaon.
Address: 1180 Seven Seas Mill
Lake Overa 4810 H 32830
Under current contract: Yes X No Contract Value: \$ 30,390.00
Date of Services: November 4094
Contact Person: Incl. Wood-
Email: 1001. H. Wood Dosney Contelephone # 407-824-4456
Zinani, 1000 11 1. Ovologi se kilsteg sen veleprione ii 10 1 30 1 1/3k
Ref #3 Company/Organization name the Grand Black Plesott
Address: 8317 take Bryan Beach Boulevard.
Orlande, Fl. 32521
Description of Services:
Under current contract: Yes X No Contract Value: \$ 249,057.00
Date of Services: JUNE GODA
Contact Person: guerrand abwatt
Email: Hichard. Oswatta HGV. COM Telephone # 404-238-2500.

## 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.

Comme	ents:
Acknov	wledged by:
Firm Na	ame: New image Ophotology inc.
Signatu	ure of Authorized Representative:
Name	and Title (Print or Type):
Date:	04-11-2022

# <u>Attachment F - Certification Regarding Prohibition Against Contracting with Scrutinized</u> 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:	Aptylio	Cantago
By:	MA	V
(Authorized Signature)		
Title: President		
Date: 07-11-0091	2 ·	

# ... W-9

(Rev. October 2018) Department of the Treasury Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

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

Name (as shown on your income tax return). Name is required on this NEW IMAGE UPHOLSTERY INC	line; do not leave this line blank.												
2 Business name/disregarded entity name, if different from above													
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.						4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):							
Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate    Individual/sole proprietor or S Corporation Partnership Trust/estate													
To the component of the person who following seven boxes.  Individual/sole proprietor or single-member LLC  Limited liability company. Enter the tax classification (C=C corporal Note: Check the appropriate box in the line above for the tax class LLC if the LLC is classified as a single-member LLC that is disregal another LLC that is not disregarded from the owner for U.S. federal is disregarded from the owner should check the appropriate box for the tax classified as a single-member LLC that is disregarded from the owner for U.S. federal is disregarded from the owner should check the appropriate box for the tax classified as a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classified as a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classified as a single-member LLC that is disregarded from the owner for U.S. federal is disregarded from the owner should check the appropriate box for the tax classified as a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classified as a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classified as a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classified as a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classified as a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classified as a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classified as a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classified as a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classified as a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classified	wner. Do not owner of the L gle-member L	LC is	k Exemption from FATCA reporting						ıg				
Other (see instructions)				(Applies	s to acc	ounts	maintair	ed outs	ide the	U.S.)			
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's	name a	nd add	dress	(opt	ional)						
844 E. DONEGAN AVENUE													
6 City, state, and ZIP code													
KISSIMMEE,FLORIDA,34744													
7 List account number(s) here (optional)										_			
) Elst about trainbollo floro (optional)													
Part I Taxpayer Identification Number (TIN)							-						
enter your TIN in the appropriate box. The TIN provided must match the	ne name given on line 1 to av	oid So	cial sec	urity r	numb	er							
eackup withholding. For individuals, this is generally your social securi	ty number (SSN). However, t			7				T	T	T			
esident alien, sole proprietor, or disregarded entity, see the instruction				-			-						
ntities, it is your employer identification number (EIN). If you do not ha IN, later.	ave a number, see How to ge	etaor	حلحا	J			L	_					
	line of Alexand Mark Marks		nplover i	denti	ficati	on n	umbe	r	_	٦			
lote: If the account is in more than one name, see the instructions for fumber To Give the Requester for quidelines on whose number to ent		and En	T T	denti	IICati	On n	umbe	-	T	4			
diffusion to dive the riequester for guidelines on whose humber to ent	01.	5	9 -	3	6	6	8	9 5	2				
Part II Certification								_					
Jnder penalties of perjury, I certify that:													
The number shown on this form is my correct taxpayer identification	number for Lam weiting for	a number to	, ho ice	and to	o mo	1. ar	ad						
2. I am not subject to backup withholding because: (a) I am exempt fro Service (IRS) that I am subject to backup withholding as a result of a no longer subject to backup withholding; and	om backup withholding, or (b	) I have not I	been no	tified	by t	he I	ntern						
B. 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	evemnt from EATCA reporting	na is correct											
Certification instructions. You must cross out item 2 above if you have b		-		ot to	haal	71 UP 1	withh	oldin	a boo				
you have failed to report all interest and dividends on your tax return. For racquisition or abandonment of secured property, cancellation of debt, conother than interest and dividends, you are not required to sign the certifica	real estate transactions, item 2 atributions to an individual retir	does not aprement arrang	ply. For	mort	gage	inte	erest perally	paid,	ment	S			
Sign Signature of U.S. person ▶		Date ▶	7/1	11	2	2							
General Instructions	• Form 1099-DIV (di funds)	vidends, inc	luding t	hose	from	n sto	ocks (	or mu	rtual				
Section references are to the Internal Revenue Code unless otherwise noted.	• Form 1099-MISC	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)											
Future developments. For the latest information about developments elated to Form W-9 and its instructions, such as legislation enacted ifter they were published, go to www.irs.gov/FormW9.	• Form 1099-B (stoo												
• Form 1099-S (procee			eds from real estate transactions)										
Purpose of Form	<ul> <li>Form 1099-K (mer</li> </ul>	chant card a	and thire	d par	ty ne	two	rk tra	nsac	tions	)			
n individual or entity (Form W-9 requester) who is required to file an formation return with the IRS must obtain your correct taxpayer	<ul> <li>Form 1098 (home 1098-T (tuition)</li> </ul>	mortgage in	terest),	1098	-E (s	tude	ent lo	an in	teres	t),			
dentification number (TIN) which may be your social security number	<ul> <li>Form 1099-C (can</li> </ul>	celed debt)											
SSN), individual taxpayer identification number (ITIN), adoption axpayer identification number (ATIN), or employer identification numbe	• Form 1099-A (acqu	uisition or ab	andonn	ent c	of sec	cure	d pro	perty	)				
EIN), to report on an information return the amount paid to you, or othe mount reportable on an information return. Examples of information				erso	n (inc	clud	ing a	resid	lent				
eturns include, but are not limited to, the following. Form 1099-INT (interest earned or paid)		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)

04/01/22

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	CONTACT NAME:			
MAGDALENE INS GROUP INC		(407)846-6775		
1506 W Vine St	E-MAIL ADDRESS: east3067@aol.com			
Kissimmee, FL 34741	INSURER(S) AFFORDING COVERAGE			
License #:	INSURER A: ATLANTIC CASUALTY INSURANCE	42846		
INSURED	INSURER B: Progressive Express Insurance			
NEW IMAGE UPHOLSTERY, INC	INSURER C: Torus National Insurance Compa 254			
844 E DONEGAN AVE	INSURER D: ASSOCIATED INDUSTRIES INSURANC			
KISSIMMEE, FL 34744	INSURER E :			
	INCLIDED E			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
	CLAIMS-MADE X OCCUR					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
			L030006714-1	10/12/2021	10/12/2022	MED EXP (Any one person)	\$	5,000
Α		Y				PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	2,000,000
	X POLICY PRO-					PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:						\$	
	AUTOMOBILE LIABILITY				10/6/2022	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	ANY AUTO					BODILY INJURY (Per person)	\$	
В	X OWNED SCHEDULED AUTOS	Y	03918553-5	10/6/2021		BODILY INJURY (Per accident)	\$	
	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
							\$	
	UMBRELLA LIAB X OCCUR		87871F219ALI	10/6/2021	10/6/2022	EACH OCCURRENCE	\$	4,000,000
C	X EXCESS LIAB CLAIMS-MADE	Y				AGGREGATE	\$	4,000,000
	DED RETENTION\$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	ANNO4450042	1/28/2022	1/28/2023	X PER STATUTE OTH-		
	ANY PROPRIETOR/PARTNER/EXECUTIVE					E.L. EACH ACCIDENT	\$	500,000
_	(Mandatory in NH)		AWC1159913	1/28/2022	1/20/2023	E.L. DISEASE - EA EMPLOYEE	\$	500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	500,000

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

UPHOLSTERY OPERATIONS; Contractor agrees and shall cause the Authority and the City of Orlando and their members (including, without limitation, members of the Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insureds under such policy or policies of Commercial General and Automobile Liability Insurance.

30 Day Notice of Cancellation on all policies will be issue to the certificate holder.

CERTIFICATE	HOL	DER
-------------	-----	-----

CANCELLATION

Greater Orlando Aviation Authority -Purchasing.. c/o Vertikal RMS, Inc. 1001 E 101st Terr Ste 235 Kansas City, MO 64131 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

## Attachment K - E-Verify Acknowledgment

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: <a href="http://www/dhs.gov/E-Verify">http://www/dhs.gov/E-Verify</a>.

<u>"Contractor"</u> 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).

<u>"Subcontractor"</u> 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

lian lange underdate und

Company Name: 1000 171000 Up 1015 Up 100
Authorized Name Antomo K. Bantago Title: PRSIDENT
Signature:Date
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.
State of Florida
County of Diceola
This instrument was acknowledged before me on 7/11/22
Notary Public Signature  Welcelel  (Date)  REINALDO MALDONADO  Notary Public - State of Florida  Commission # HH 021218  My Comm. Expires Aug 31, 2024

B25-22 Upholstery Services for Passenger Seating

**BASE REV 5/6/22** 

## **TABLE OF CONTENTS**

<u>ION</u>	PAGE
GENERAL INFORMATION	6
Public Meetings/Public Records	11
Bidder's Qualifications	12
Surety Bonds/Letters of Credit/Liability Insurance	13
Minority and Women Business Enterprise ("MWBE") Participation Program	m19
2 Invoicing	19
SCOPE OF WORK/SPECIFICATIONS	20
General Scope of Work	20
Regulations	20
Safety and Protection	21
Items Provided By the Aviation Authority	22
Materials Supplied By the Aviation Authority	23
Materials Supplied By the Contractor	23
Installation For Acornas Seat Units	23
Installation For Arms/Armrest	24
·	
Exhbit 1 – Arconas Assembly Instructions October 2021	27
Lobbying Statement	28
Federal Fair Labor Standards Act	29
tery Services for Passenger Seating BA	SE REV 5/6/22
	GENERAL INFORMATION  Tentative Schedule Intent/Purpose Solicitation Information  Contract Period/Initial Term  Price Escalation/De-Escalation (CPI)  Communications; Questions Regarding Specifications or Bidding Process Evaluation of Bid Award  Notice of Intent to Award Contract  Public Meetings/Public Records  Code of Ethics and Business Conduct Policy  SPECIAL CONDITIONS  Bidder's Qualifications  Minimum Requirements  References  Surety Bonds/Letters of Credit/Liability Insurance  Insurance Requirements  Verification of Employment Status  Identification and Access Requirements  Airport Security  Minority and Women Business Enterprise ("MWBE") Participation Progral  Local Developing Business ("LDB") Participation Program  Good Faith Effort for MWBE and LDB Participation Program Not Applicab  Invoicing  SCOPE OF WORK/SPECIFICATIONS  General Scope of Work  Regulations  Safety and Protection  Work Hours  Items Provided By the Aviation Authority  Materials Supplied By the Aviation Authority  Materials Supplied By the Contractor  Installation For Acornas Seat Units  Installation For Acornas Seat Units  Installation For Arms/Armrest  Installation For Arms/Armrest  Installation OP ower Pod  Performance Requirements  Warranty  Additional Work  Exhbit 1 – Arconas Assembly Instructions October 2021  AVIATION AUTHORITY STANDARD TERMS AND CONDITIONS  Additional Terms & Conditions  Purchasing Contracts With Other Governmental Entities  Lobbying Statement  Whistle Blower Reporting Line  EEO Statement  Federal Fair Labor Standards Act

	4.8	Occupational Safety And Health Act of 1970	
	4.9	Discounts	.30
	4.10	Pricing	.30
	4.11	Incurred Cost	.30
	4.12	Taxes	.30
	4.13	Errors	.30
	4.14	Silence of Specifications	.30
	4.15	Assignment	.30
	4.16	Indemnification	.31
	4.17	Patents and Royalties	.32
	4.18	Software License to Contractor	.32
	4.19	Warranty Against Infringement of Intellectual Property	.33
	4.20	Optional Ownership of Work Product	.33
	4.21	Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive	
	Secu	rity Information (SSI), Payment Card Industry (PCI)	.33
	4.22	Training	
	4.23	Acceptance	
	4.24	Safety Warranty	
	4.25	Warranty	
	4.26	Conflict of Interest	.35
	4.27	Drug-Free Workplace	.35
	4.28	Discriminatory Vendor List	
	4.29	Public Entity Crimes	
	4.30	Scrutinized Companies	
	4.31	Licenses and Certifications	
	4.32	Subcontractors	
	4.33	Verbal Instructions	
	4.34	Litigation Venue	.38
	4.35	Addition, Deletion, or Modification of Services	
	4.36	Operation During Dispute	
	4.37	Contract Termination	
	4.38	Contractor Responsibilities	
	4.39	Supervision of Contract Performance	
	4.40	Monitoring of Work	
	4.41	Prompt Payment	
	4.42	Right To Audit Records	.40
	4.43	Copying Documents	.40
	4.44	Florida Public Records Law	
	4.45	Federal Compliance Provisions	.41
	4.46	Federal Emergency Management Agency (FEMA) Contract Requirements	
	4.47	Additional FEMA Requirements	.45
5.	0	CONTRACT	
	5.1.	Contract Instructions	
	5.2.	Contract	
6.		BID SUBMITTALS/ ATTACHMENTS	.50
	6.1	Bid Opening	
	6.2	Delivery of Bid	
	6.3	Bid Submittals	
		chment A - Bidder's Certification	
		chment B - Bid Price Form	
		chment C - Addendum Receipt Verification	

Attachment D - Bidder's Questionnaire	55
Attachment E - Conflict of Interest Disclosure Form	57
Attachment F - Certification Regarding Prohibition Against Contracting with Scrutinized	
Companies	58
Attachment G – MWBE/LDB Forms	59
Attachment H - Current W9	60
Attachment I – Proof of Insurance	61
Attachment J - Letter of Bondability or Letter of Credit	62
Attachment K - E-Verify Acknowledgment	63
Attachment I. – No Bid Response	

The Greater Orlando Aviation Authority (GOAA) uses an online solicitation platform powered by Mercell USA (formerly knowns as Negometrix USA) to post and accept submissions for open solicitations as of June 2021. GOAA encourages you to register on the Mercell Source-to-Contract platform and to add commodity codes to your account so that you and your firm will be automatically be notified of bidding opportunities with GOAA that may be of interest to your firm.

### **Register on Mercell Source-to-Contract**

Registration is a simple and <u>free</u> process that takes only a few minutes. Please click the link below and fill out the registration form. GOAA believes that this online transition will be of benefit to all vendors, greatly reducing the time and cost attributed with printing and shipping multiple copies of solicitation responses. If you already have a Mercell Source-to-Contract (Negometrix 4) profile, you will not need to register again to participate in GOAA bids. <a href="https://app.negometrix.com/registration">https://app.negometrix.com/registration</a>.

You can find all current GOAA bids at: https://app.negometrix.com/buyer/5681

#### **Additional Information**

Vendors can check out the support video in the link below for a full walkthrough of the Mercell Source-to-Contract platform, after registering to submitting your first solicitation: https://youtu.be/4mpFfFaPp2M

#### **Need Assistance?**

The Service Desk for the Mercell Source-to-Contract platform is available from Monday – Friday, 7:00 am – 12:00 pm EST for any assistance you may need. You can check out frequently asked questions on their Support

Page <a href="https://help.negometrix.com/en/support/home">https://help.negometrix.com/en/support/home</a>, or find the contact information below:

#### Mercell Source-to-Contract Service Desk

Email: servicedesk.us@negometrix.com

Phone: (724) 888-5294

## 1.0 GENERAL INFORMATION

## 1.1 <u>Tentative Schedule</u>

Release Date
Pre-Bid GoToMeeting (10:00 a.m. Eastern Time)
June 14, 2022
Deadline for submission of questions (by 5:00 p.m. Eastern Time)
June 20, 2022
Release of Addendum, if any
June 28, 2022
Deadline to submit Bids (by 11:00 a.m. Eastern Time)
July 12, 2022
Concessions/Procurement Committee (CPC)\*
Aviation Authority Board Meeting, if required\*
September 21, 2022

## 1.2 Intent/Purpose

- a. The Greater Orlando Aviation Authority, Orlando International Airport, Orlando, Florida, (Aviation Authority) is soliciting sealed bids from qualified and authorized Bidders to furnish all labor, supervision, miscellaneous materials (including, but not limited to, thread, zippers, linings, etc.) equipment, tools, pick-up, delivery and all other items necessary or proper for, or incidental to, performing upholstery fabrication and installation services using Aviation Authority-provided custom fabrics and vinyl on passenger style seating units located in public areas throughout the Terminals (North and South), Airsides, and the Train Station at the Orlando International Airport ("OIA") in accordance with the Contract Documents.
- b. 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.

## 1.3 Solicitation Information

Bid documents may be examined and are available for download from the Aviation Authority's Purchasing Department's website <a href="www.orlandoairports.net/purchasing">www.orlandoairports.net/purchasing</a> or by visiting the Aviation Authority's online solicitation platform powered by Mercell (formerly Negometrix USA) at <a href="https://app.negometrix.com/buyer/5681">https://app.negometrix.com/buyer/5681</a>.

- a. Mercell provides supplier registration services, document fulfillment and other purchasing related services to the Aviation Authority and to suppliers doing business with the Aviation Authority. There is no charge to the Bidder to register and any award resulting from this solicitation will not require any payment by the Bidder to Mercell.
- b. If a 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

<sup>\*</sup>Sunshine Meeting schedules are posted weekly on the Aviation Authority website.

- published. Attendance is not mandatory but is highly encouraged. Bidders are expected to be familiar with the Bid Documents.
- Bidders are highly encouraged to RSVP for the Pre-Bid Conference.
   Questions regarding this Solicitation are to be directed to the Senior Purchasing Agent listed on the Cover Page of this Solicitation.
- d. Questions will be answered via addendum and posted to https://app.negometrix.com/buyer/5681.
- e. If the Purchasing Department determines that it is necessary to change these dates or times <u>prior to the Bid due date</u>, the change will be announced via an addendum and posted on Mercell's website.
- f. Late Bids, as determined by the official time clock located in the Purchasing Department's Office, will not be considered and may be returned to the Respondent as non-responsive.
- g. Bid openings shall be public, opened on the date and at the time specified on the Bid form. The Bidder's name and verification of bond submittal, if applicable, will be publicly announced aloud at the Bid opening.
- h. The Bid Summary is posted to Aviation Authority's Purchasing Department's website at <a href="https://www.orlandoairports.net/purchasing">www.orlandoairports.net/purchasing</a> and on Mercell's website at: <a href="https://app.negometrix.com/buyer/5681">https://app.negometrix.com/buyer/5681</a>
- i. 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 Six, Bid Submittals.
- j. 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.
- k. Unless otherwise noted, Bidders shall submit one Bid Response only.
- I. Bidder's Bid prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Bidder's costs during the initial term of the Contract must be reflected in its prices set forth in its Bid.
- m. 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.

#### 1.4 Contract Period/Initial Term

- a. The Contract period will be for **thirty-six (36) months** with the **Initial Term** to commence on or about <u>October 1, 2022</u>, and with the Aviation Authority having options to renew the Contract **for two (2) additional periods of one (1) year each**.
- b. The option year's compensation will be based on the annual unit prices. If the parties cannot successfully negotiate pricing for any renewal option year, the Aviation Authority may exercise its option to renew the Contract for such option year at the maximum prices described below.

## 1.5 Price Escalation/De-Escalation (CPI)

- a. Using the methodology outlined below (**Section 1.5 a-f)**, a price increase may be requested only at each time interval specified below.
- b. A price escalation/de-escalation will be considered at the time of contract renewal and at 1-year intervals thereafter, provided the Contractor notifies the Aviation Authority, in writing, of the pending price escalation/de-escalation a minimum of **120 days prior** to the contract renewal date.
- c. 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 <a href="https://www.bls.gov">www.bls.gov</a>.
- d. 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:

Current Index – Base Index / Base Index = % of Change

% of Change x 100 = Percentage Change

#### **CPI-U Calculation Example:**

CPI for the current period

232.945

B25-22 Upholstery Services for Passenger Seating

**BASE REV 5/6/22** 

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%

- e. 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 within the time frame in 1.5(b).
- f. 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 4%** unless there are circumstances demonstrating that an increase beyond this amount is required and this is approved by the Aviation Authority.
- g. All price adjustments must be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.
- h. 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 when calculating any renewals, the Contractor shall notify the Aviation Authority's Purchasing Department of price decreases in the method outlined above.
- 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.

## 1.6 <u>Communications; Questions Regarding Specifications or Bidding Process</u>

- a. All communication and contact regarding this solicitation shall be directed to the Senior Purchasing Agent referenced on the cover page of this solicitation.
- b. Any official communication from a Bidder during the Bid process should be submitted in writing to the Greater Orlando Aviation Authority, Purchasing Department, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 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.
- 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.

#### 1.7 Evaluation of Bid Award

The Aviation Authority reserves the right to award the Bid to the responsive and responsible Bidder who submits the lowest Bid meeting specifications.

- a. For purposes of this solicitation, the determination of the responsive and responsible Bidder submitting the lowest Bid shall be made after 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.
- b. In determining whether a Bidder/Proposer is responsible, the Aviation Authority reserves the right to consider matters such as, but not be limited to:
  - Total Cost;
  - 2) Each Bidder shall provide with its Bid: one (1) sample of an Arconas seat cover. The samples shall be submitted with the Bidder's Bid. The samples shall be used by the Aviation Authority, in its discretion, to determine the Bidder's responsibility, by evaluating the Bidder's ability to fabricate seat units in accordance with the manufacturer's original intent/specifications.
  - 3) All requirements associated with this Bid as described in Section 3, Scope of Work/Specifications.
  - 4) Past Performance. In order to evaluate past performance, 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.
  - 5) Bidders shall provide all documentation as listed in Section 6, Bid Submittals.

## 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

B25-22 Upholstery Services for Passenger Seating

BASE REV 5/6/22

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

## 2.1 Bidder's Qualifications

- a. Bids will be considered from Bidders who have qualified personnel and equipment who are so situated as to perform prompt service or provide required goods. The Aviation Authority reserves the right to request information or conduct an inspection of the Bidder's facility and equipment prior to the award of the Contract.
- b. 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 or provide the items listed if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company following the best business practices.

## 2.2 Minimum Requirements

- a. Bidders that do not meet the minimum requirements listed herein 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.
- b. Bidder must have a minimum of three (3) years of experience providing:
  - 1) Commercial Upholstery Services.
  - 2) Upholstery Services for Passenger Style Seating services.
  - 3) Has provided commercial upholstery seating services for the amount of one-hundred (100) seats per month or similar services.
- c. **Each Bidder shall provide with its Bid**: one (1) sample of an Arconas seat cover. The samples shall be submitted with the Bidder's Bid. The samples shall be used by the Aviation Authority, in its discretion, to determine the Bidder's responsiveness, by evaluating the Bidder's ability to fabricate seat units in accordance with the manufacturer's original intent/specifications.
  - The Aviation Authority will provide and make available for pick-up to each Bidder, the fabric to produce the kinetic/fabric seat cover sample and a vinyl seat unit to use as a model. The Bidder shall be responsible for providing the miscellaneous materials, at no cost to the Aviation Authority, however, the Bidder may utilize the zipper off of the model, if needed.
  - 2) Each Bidder may email Janice Hughes at <a href="mailto:Janice.Hughes@goaa.org">Janice.Hughes@goaa.org</a> to arrange for the fabric and vinyl seat unit model pick-up and/or pick up at the Pre-Bid Conference.
- d. Bidder shall submit with its bid, copies of all Licenses and Certifications that are pertinent to this work. All such documents shall be current.

#### 2.3 References

- a. All Bidders must submit a list with a minimum of three (3) verifiable business/client references proving a **minimum of three (3) years of commercial service**. The Aviation Authority may make such investigation, as it deems necessary to determine the responsibility, qualifications, and ability of the Contractor and its Subcontractors to perform the Scope of Services. The Bidder shall furnish to the Aviation Authority all necessary and requested information and data for this purpose.
- b. 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.

## 2.4 Surety Bonds/Letters of Credit/Liability Insurance

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

## 2.5 <u>Insurance Requirements</u>

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 obtain and provide a Certificate of Insurance in compliance with this *Section*. At its sole expense, the 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 or not less than Five Million Dollars (\$5,000,000) per occurrence, for AOA access; and
- 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 or not less than

**Five Million Dollars (\$5,000,000)** combined single limit per accident, for AOA access;

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 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. **Other Insurance Requirements.** Contractor agrees to the following as it relates to all above required insurance:
  - 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.
  - 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.
  - 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.
- 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.
- 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 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 the Aviation Authority does not waive any obligations herein this Contract.
- 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, 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, the 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.

## 2.6 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, and an express requirement that Contractors include in such subcontracts the requirement that Subcontractors performing work or providing services pursuant to the state Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the Subcontractor 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.

## 2.7 Identification and Access Requirements

- a. 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 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.
- b. Each background check shall be performed to the following minimum requirements:
  - 1) Each employee must provide a ten (10) year work history.
  - 2) 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 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).

- 3) 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.
- c. 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.
- d. 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.
- e. At all times while on airport property, the Contractor Responsible Employees are required to display such badges prominently on their uniforms in accordance with Aviation Authority's guidelines.
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. <u>Fees Associated with Identification Badges and Keys</u>

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.

- k. 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 Contractor of its obligations hereunder will be difficult or impossible to determine.
- I. 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 for whom the above background check has not been completely and accurately performed, or who should not have been presented per the above guidelines.
- m. 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.
- n. 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 Contractor on this Contract. All employees provided by temporary employment agencies for this Contract shall be Contractor Responsible Employees.
- o. Before submitting a badge application for an employee provided on this Contract by a temporary employment agency, 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.

## 2.8 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.

## 2.9 <u>Minority and Women Business Enterprise ("MWBE") Participation Program</u>

An MWBE participation goal has not been established for this Contract.

## 2.10 <u>Local Developing Business ("LDB") Participation Program.</u>

An LDB participation goal has not been established for this Contract.

#### 2.11 Good Faith Effort for MWBE and LDB Participation Program Not Applicable.

## 2.12 Invoicing

- a. 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.
- b. The Aviation Authority shall pay the Contractor the Unit Prices as set forth on the Detail Bid Price Form services authorized by the Aviation Authority and actually provided by the Contractor to the satisfaction of the Aviation Authority which are included in the Specification, or authorized by the AAR in writing.
- c. Charges will be for actual work provided on the Aviation Authority's site as indicated by Contractor and Subcontractors personnel report of signing in and out of the Central Plant. Each employee must sign in and out individually. Time required for travel to and from the Aviation Authority's site is not eligible for reimbursement. Such time should be included in the Contractor's overhead cost.
- d. 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.
- e. 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 <a href="mailto:goaa-ap@goaa.org">goaa-ap@goaa.org</a>

## 3.0 SCOPE OF WORK/SPECIFICATIONS

## 3.1 General Scope of Work

The Greater Orlando Aviation Authority, Orlando International Airport, Orlando, Florida, (Aviation Authority) is soliciting sealed bids from qualified and authorized Bidders to furnish all labor, supervision, miscellaneous materials (including, but not limited to, thread, zippers, linings, etc.) equipment, tools, pick-up, delivery and all other items necessary or proper for, or incidental to, performing upholstery fabrication and installation services using Aviation Authority-provided custom fabrics and vinyl on passenger style seating units located in public areas throughout the Terminals (North and South), Airsides, and the Train Station at the Orlando International Airport ("OIA") in accordance with the Contract Documents.

## 3.2 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. 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 AAR. Contractor shall report immediately to the AAR any spillage or dumping of hazardous materials on Aviation Authority property. The Contractor shall also be responsible for the cleanup and any costs incurred for all such incidents.
- c. 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.
- d. 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.
- e. 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 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 Authority, if requested.

- f. Contractor shall transfer promptly from the airport any employee or employees that the Authority advises are not satisfactory, and replace such personnel with employees satisfactory to the Authority; but in no event shall Authority be responsible for monitoring or assessing the suitability of any employee or agent of Contractor.
- g. 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.
- h. 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.
- i. 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. 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.
- j. While working on airport property all Contractor's employees shall wear neatappearing 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.

## 3.3 Safety and Protection

The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall 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.

#### 3.4 Work Hours

- a. The AAR will determine which units require replacement slipcovers or repair. Contractor shall conduct weekly walkthroughs inspecting seating for repairs. during normal work hours 10 pm to 6 am.
- b. When the Contractor performs work on Airport property the Contractor's Personnel and the Subcontractor's Personnel is responsible for checking in and out with the Maintenance Central Plant, and by having each individual personally signing in/out in the Contractor's Log, located in the Maintenance Central Plant. The information must include the location where services are being performed.
- The Contractor shall be responsible for ensuring that an accurate accounting of hours worked is meticulously maintained. The AAR will provide a standard

- timesheet form to the Contractor for this purpose and for subsequent submission with the Contractor's payment invoice as supporting documentation.
- d. <u>Pick-Up at the Aviation Authority's Warehouse</u> Contractor shall arrange with the AAR for the Contractor to pick up materials and seating parts at the Beeline Warehouse Facility located at 7305 McCoy Road between 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Aviation Authority's observed holidays.
- e. <u>Repair/Replacement Work Hours</u> Contractor shall replace fabricated seat bottom cushions, back cushions and seating parts between the hours 10:00 p.m. and 6:00 a.m. When the working area is busy (as determined by the AAR), the Contractor shall perform the work at other hours as designated by the AAR.
- f. The Contractor shall pre-arrange a schedule with the AAR for pick-up of fabric and/or vinyl requirements.
- g. The Contractor shall perform no work during the Aviation Authority observed holidays without the prior written permission of the AAR. The Contractor agrees to give the Aviation Authority sufficient advance notice to request work on such holidays or during overtime hours to allow the Aviation Authority to assess the impact that such activities would have on the area's scheduled operations.
- h. For routine repair assignments, the Contractor's personnel will be required to respond on-site within twenty-four (24) hours of the initial notice from the AAR of work to be completed.
- i. For emergency repair assignments, the Contractor's personnel will be required to respond on-site within twelve (12) hours of the initial notice from the AAR. Emergency repair assignments will be determined by the AAR and are further described in Section 3.11 under "Additional Work".
- j. In the event an emergency condition is declared by the Aviation Authority's Chief Executive Officer, Director of Maintenance or their respective designees, the Contractor will perform work during such hours as specified by the Aviation Authority.

# 3.5 <u>Items Provided By the Aviation Authority</u>

For purposes of this contract, the Aviation Authority shall (at no cost to the Contractor) provide the following:

- a. One (1) Forklift for the use of Contractor and the Contractor's operator at the Aviation Authority's warehouse. The Contractor is required to provide a qualified forklift operator.
- b. Pallet Jacks at the Aviation Authority's warehouse.

## 3.6 <u>Materials Supplied By the Aviation Authority</u>

- a. Custom fabrics and vinyl material of commercial grade.
- b. Batting/foam as required.
- c. Armrests, tables, or tablet arms to the arm casting
- d. Power Pods.
- e. Cover Plate
- f. P-Clip accessory.
- g. Dress cords.

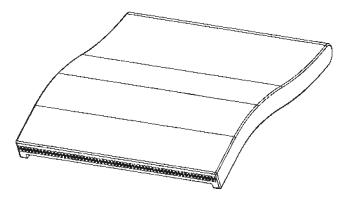
## 3.7 Materials Supplied By the Contractor

The Contractor shall provide any tools and other material required for the Contractor's performance of its obligations under the Contract. All supplied materials used shall be new, unused and of the finest quality.

#### 3.8 Installation For Acornas Seat Units

- a. The Contractor shall carefully remove the existing slip cover. If the existing slip covers do not need to be preserved, carefully cut the cover off the cushion.
- In scenarios where the existing slip cover needs to preserved for the zipper. Locate the zipper on the cushion. The zipper is located on the underside of the cushion (See Figure 1 Below).

<u>FIGURE 1</u> – Zipper On The Underside Of The Cushion (To Preserve Existing Cover).



- c. Ensure the slip cover is inside out before the fitting.
- d. Once the existing slip cover has been removed, start the fitting of the new slip cover in one corner. When both corners are fitted, carefully pull the slip cover down.
- e. TIP: When fitting the slip covers, slightly lift the new slip covers away from the cushion when pulling it down.

f. This prevents the zipper from marking the fabric and cushion when it's being pulled.

<u>FIGURE 2</u> – Start The Fitting Of The New Slip Cover In One Corner. Once Both Corners Are Fitted, Carefully Pull The Slip Cover Down.



g. Once the cover has been fitted, close the zipper.

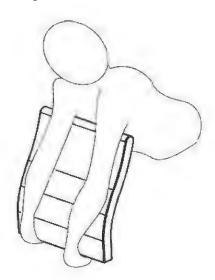


FIGURE 3 – Close the Zipper

h. If necessary, repeat process for seat cushions.

## 3.9 Installation For Arms/Armrest

The Contractor shall install **armrests** or **tablets** on the **arm castings** as required or as directed by the AAR.

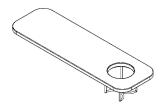
FIGURE 1 - Armrest



FIGURE 2 - Tablet



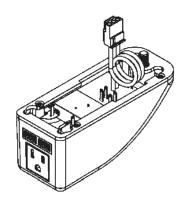
FIGURE 3 – Drink Holder



## 3.10 <u>Installation of Power Pod</u>

The Contractor shall install power pod or cover plate as required or as directed by the AAR.

FIGURE 1 – Power Pod



#### FIGURE 2 – Cover Plate



## 3.11 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. 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 Authority.
- b. Dates for commencement and completion of work are to be coordinated with the AAR or the Interiors Contract Coordinator at (407) 825-2157.
- 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. No materials or equipment will be left unattended or stored on the project site at any time.

## 3.12 Warranty

- a. The Contractor warrants its workmanship and shall, without additional cost to Aviation Authority, repair or rework any fabrication or installation defects that may occur during the warranty period, as deemed appropriate by the AAR.
- b. Contractor-furnished materials that develop defects during the installation or warranty period shall also be replaced without additional cost to the Aviation Authority.
- c. Contractor's warranty for an item shall be effective for a period of one (1) year following Aviation Authority's final acceptance of the item.

## 3.13 Additional Work

a. Additional work shall be performed by the Contractor only upon written authorization of the AAR or designee, and shall be compensated by the Hourly Labor Rates as found on the Bid Prices form. Additional Work shall mean the following:

B25-22 Upholstery Services for Passenger Seating

**BASE REV 5/6/22** 

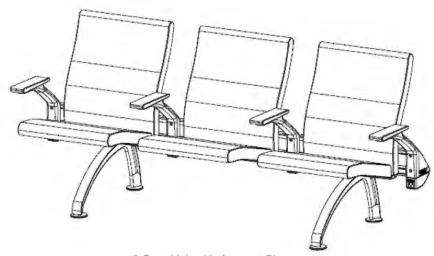
- 1) "Additional Work" shall also refer to repairs as deemed necessary by the Aviation Authority to improve the safety, reliability, or performance of the seating maintained under the Contract to include, but not limited to, to install the power pods and necessary cables and cords.
- "Additional Work" shall refer to, but not limited to, disassembly/assembly of seating modules, to include but not be limited to removing seat frames, brackets, arm pieces, legs, damaged seats and backs, (excluding removal, upholstery and loading/unloading crated parts to/from another contractor's truck). Reassembly of seating modules, to include but not limited to, assembly of repaired seat frames, bars, arm pieces, slides, seats and backs.
- 3) "Additional Work" the Contractor may be required to relocate seating to and from various gate areas and to configure gate seating floor arrangement per AAR directions.

## 3.14 Exhbit 1 – Arconas Assembly Instructions October 2021

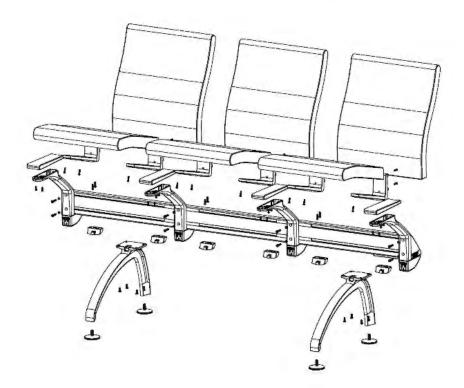
## **General**

This process describes how to assemble a linear Place unit. The process can be performed safely by two people of normal strength.

# **Fully Assembled Views**



3 Seat Unit with Armrest Shown



# **Tools Required**

- 1. Rubber Mallet
- 2. Cordless Drill
- 3. 5/16-18 Tap to clean tapped holes if necessary
- 4. 1/4-20 Tap to clean tapped holes if necessary
- 5. Awl for positioning holes if necessary
- 6. 5/32 Hex Key
- 7. 3/16 Hex Key
- 8. 1/4 Hex Key
- 9. 7/64 Hex Key
- 10. 3/32 Hex Key

## **Part List**

Part Description	Part Picture
Beam	
Leg Casting	
Arm Casting	To the state of th

Bushing	
Back to Back Connector	
Armrest	
Tablet	
Drink Holder	

Hanger Casting	
Cover Plate (for no Power)	
Power Pod	
Seat Cushion	

Back Cushion	
Cast Clip	
Glide	
Retention Clip (For 2 Seater ONLY)	

# **Hardware List**

Part Number	Part Description	Part Picture	Where to use?
H002	1/4-20 x3/4" Button Head Socket Cap Screw Black		Armrest/ Tablet to arm casting;
H506	1/4-20 x 1" Button Head Socket Cap Screw Black Loctite		Hanger bracket to seat and back; Cast clip to hanger bracket; Retention clip to hanger bracket;
H507	5/16-18 x 1" Button Head Socket Cap Screw Black Loctite		Cast clip to beam;
H029	5/16-18 x 3/4" Flat Head Socket Screw	(5)	Power cover plate to beam;
H067	1/4-20 Countersunk Tooth Locker Washer		Armrest/ Tablet to arm casting;
H124	5/16-18 x 1 ¼ Socket Head Cap Screw		Arm casting to beam; Power cover hub to beam;
H560	5/16-18 x 3/4" Button Head Socket Screw Black with Loctite	E MANAGE OF THE SECOND	Legs to beam;
H142	#8-32 x 3/4" Flat Head Socket Screw		Power cover plate to beam;
H217	5/16-18 x 5/8" Button Head Socket Screw		P-clip to beam;
H238	5/16 High Collar Split Lock Washer		Arm casting to beam; Power cover hub to beam;
H128	5/16-18 x 1/2" Button Head Socket Cap Screw SS (for 2-seater only)		Retention clip to beam(2 seater only);
H561	5/16-18 x 7/8" Button Head Socket Cap Screw Black with Loctite (for back to back unit only)		Legs and back to back connector to beam;
H105	#10-24 x 3/4 in Flat Head Socket Cap Screw BLK		Arm rest to arm casting;
H088	1/4-20 x 3/4 in Flat Head Socket Cap Screw BLK	6)	Tablet to arm casting;
H117	5/16in Countersunk External Tooth Lock Washer		Power cover plate to beam;

Please Note: Arconas does not provide floor mounting hardware. Arconas recommends consulting with building owner before installing any anchors to the floor.

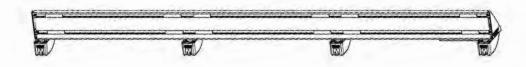
## **Tips**

- Assemble on a sturdy table set at comfortable height
- Table should be covered by a soft cloth or other material
- Hand-start all screws and finish with hand tool
- DO NOT USE A TORX BIT ON ANY OF THE FASTENERS
- Do not use a hard faced harmmer on any part
- Layout all parts ahead of time to ensure you have everything

## **Assembly Process**

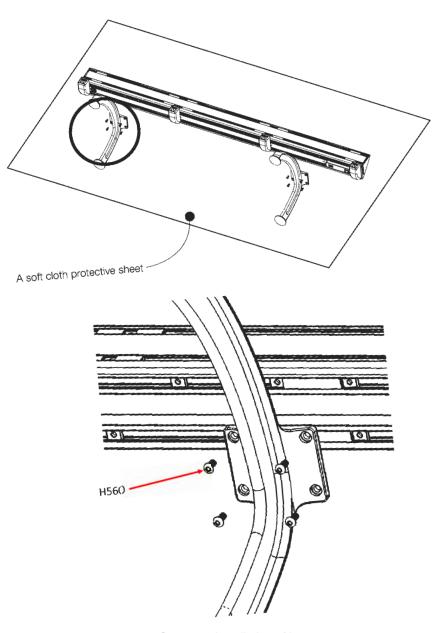
1. The Main Place beams will be shipped partially assembled. They will include the nuts used to connect the arms, legs and seat brackets (within the mounting grooves), groove fillers, end caps and power pods. If the unit is to be equipped with power outlets, the beam will also include the inlet assembly, outlet assembly, raceway fillers, wire management devices and wiring. Consult a floor plan and select a beam of the correct length for the unit to be assembled. See the table below. Note that an intermediate table takes the space of one seat.

Number of Seats	Length with Armrest	Length with Tablet
2	48.75" (1238 mm)	55.25" (1403 mm)
3	72.00" (1829 mm)	81.75" (2076 mm)
4	95.25" (2419 mm)	108.25" (2750 mm)
5	118.5" (3010 mm)	134.75" (3423 mm)



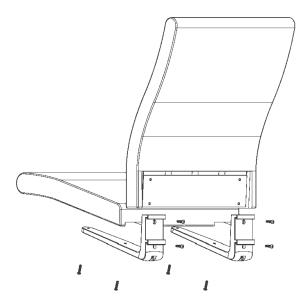
Step 1 - Partially Assembled Beam (Include fastening nuts, groove fillers, end caps, power pods, inlet assembly, outlet assembly, raceway fillers and wiring)

2. Install a Leg near each end of the beam. It is recommended that this process to be done with the beam lying flat on the ground. A soft cloth sheet should be placed underneath the beam to protect the unit from scratches and dents. Use H560 5/16-18 x3/4" button head socket screw with Loctite attached to the nuts in the bottom grooves of the beam. Loosely attach cast clips on to respective nuts under the beam.



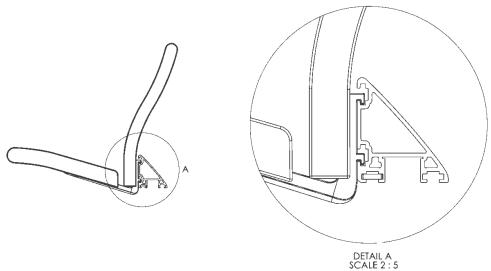
Step 2.1 - Installation of Leg

3. Attach the back cushions to two cast aluminum hanger brackets using four H506 1/4-20 x 1" socket button head screws with Loctite. Attach a seat cushion to the hanger brackets using four more of the same screws. Use awl to help align with hole. Be careful not to poke thought cushion. Loosely attach all 8 screws before tightening.



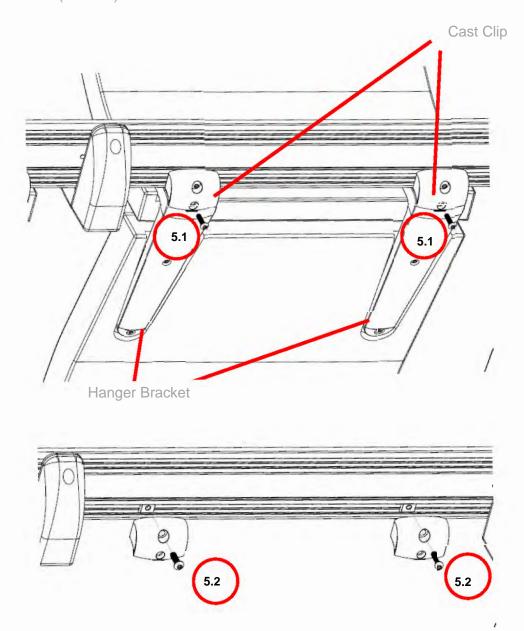
Step 3 - Assembly of Seat and Back

4. Position each seat and back assembly midway between the arms. Lift the assembly to guide the top surface of the hooks on the back of the **hanger brackets** into the grooves on the front of the **beam**. Press the hooks into the grooves and pull down to engage the hooks in the beam.



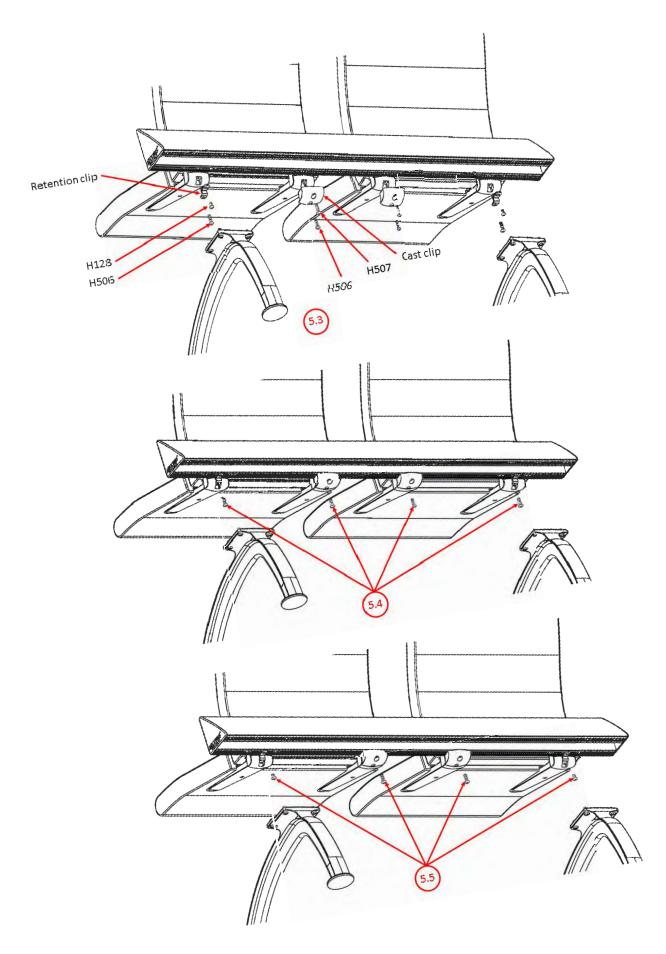
Step 4 - Install the Assembled Seat to the Beam

5. Attach each hanger bracket to the beam aligning them with the cast clips. Loosely fasten the H506 1/4-20 x 1" socket button head screw (see 5.1) into the smaller hole in the cast clip. Then tighten the H507 5/16-18 x 1" socket button head screw with Loctite. (See 5.2)

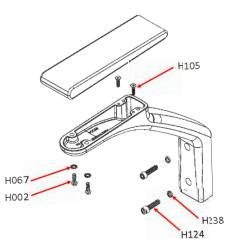


#### Notes:

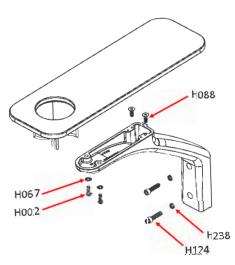
For 2-seater unit, retention clip will replace cast clips at both ends because leg will be installed at the ends. At the meantime, H506 and H128 will be used to fasten retention clip. Therefore step 5.1 and 5.2 should be replaced by the following 5.3, 5.4 and 5.5. Exploded view is shown(see5.3) for the parts and hardware to be installed. Loosely fasten H506 1/4-20 x 1" socket button head screw (see 5.4) into the smaller hole of cast clip and retention clip. Then tighten the H507 5/16-18 x 1" socket button head screw with Loctite and H128 5/16-18 x 1/2" socket button head screw stainless steel for cast clip and retention clip, respectively (see 5.5).



- 6. Repeat until all seat/back assemblies are attached.
- 7. Install armrests or tablets on the arm castings as required. Place the keyway slots of the armrest over the screws H105 10-24 x 3/4 in Flat Socket Cap Screw and pull forward (for tablet, H088 1/4-20 x 3/4 in Flat Head Socket Cap Screw BLK will be used). If necessary, adjust the screws higher or lower to ensure a firm fit between the armrest/tablet to the arm casting. Attach the armrest or tablet in place with two H002 1/4-20 x 3/4" Button Head Socket Screws and H067 1/4 Countersunk Tooth Lock Washer through the bottom of the arm casting. Repeat the installation until a snug fit is achieved on all units.

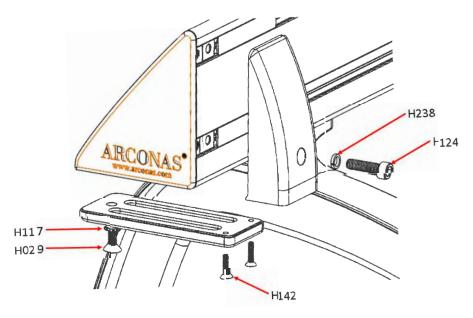






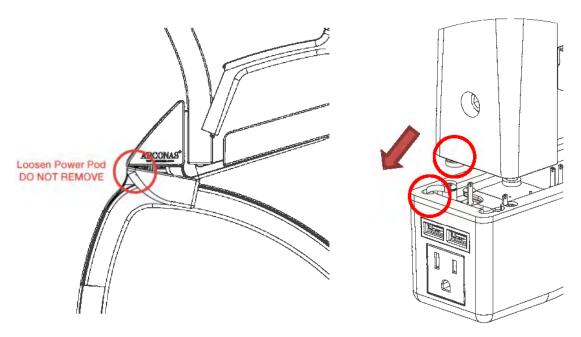
STEP 7.2 - INSTALLATION OF TABLET

A place arm can be replaced with an arm cover plate using H124 5/16-18 x 1 1/4" socket head cap screw. A power pod can be replaced with a power cover plate.

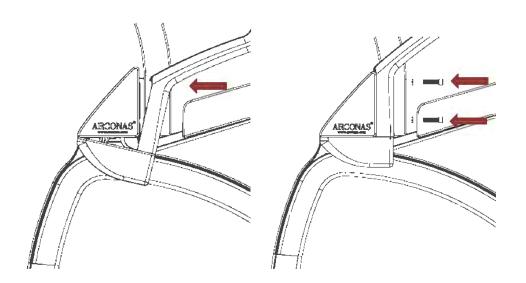


STEP 7.3 - INSTALLATION OF ARM & POWER COVERS

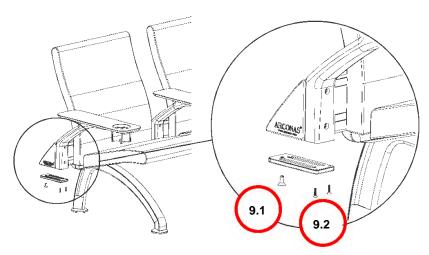
8. POWERED PLACE – Verify that the nuts for the arms are correctly positioned in the front grooves of the **beam**. Loosen the screw at the back of the **power pod** that mates to the **beam**, **do not remove the pod**. Align the arm's **bushings** to the key slots on the top face of the **power pod**. Once the arm is aligned with the **power pod**, attach the arms to the **beam** using **H124 - 5/16-18 x 1 1/4" socket head cap screws and <b>H238 - 5/16" High Collar Lock Washer**. Ensure that the **arm castings** are vertical. Once the arm is fastened, retighten the loose screw at the back of the **power pod**. Repeat process on all arms.



Step 8 – Loosen screw at the back of the power pod. DO NOT remove power pod. Align the arm's bushings with the key slot on the power pod. Then fasten arm to beam.

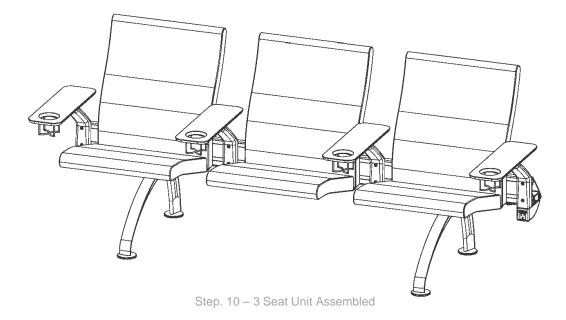


9. NON-POWERED PLACE – Lay the beam on the floor so that the bottom edge faces upward. A soft cloth sheet should rest underneath the unit to protect it from scratches and dents. If no power is to be installed, attach power cover plates to each arm by removing and re-using two H142 #8-32 x 3/4in flat head socket screws (see 9.2) and one H029 5/16-18 x 3/4in Flat head Socket Cap screw with one H117 5/16in Countersunk External Tooth Lock Washer (see 9.1). A 5/16-18 nut should be found in the bottom rear groove of the beam.



Step 9 - Installation of Cover Plate in place of Power pod

10. Once all the components are installed, ensure all fasteners are tighten and all parts are secured.



11. Use the provided layout as a guide for Place electrical configuration. For units that do not require daisy chaining, insert the C13 power cords into the inlet. When the units require daisy chaining, connect the adjacent units using the jumper cords (the C14 connector to the outlet on the power unit and C13 connector into the inlet on adjacent unit). Once the units are connected, turn the circuit breaker (switch) to the "ON" position. Ensure the blue lights are lit on each pod. If the pod fails to light up, contact Arconas for support.

<u>Do not daisy chain adjacent units.</u> Only back to back units that are connected to each other.

Do not plug C14 or C13 connectors into Power Pod (see Parts List) outlet.

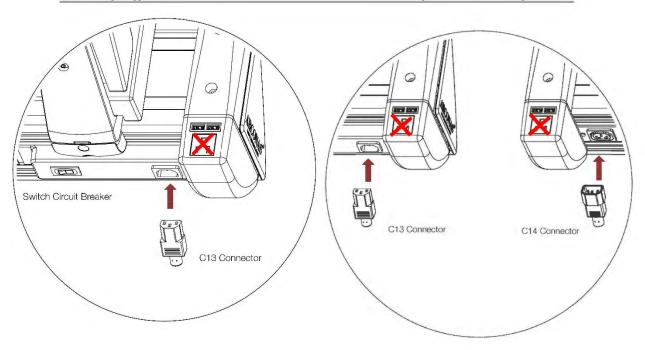
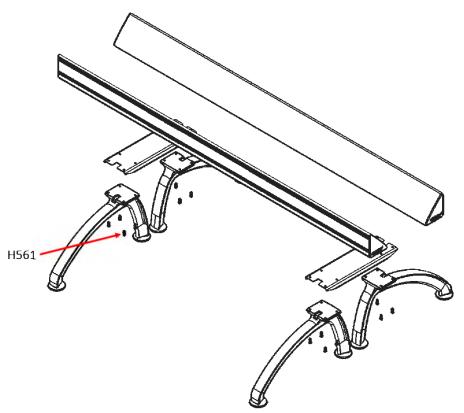


Fig.11.1 - C13 Power Cord

Fig. 11.2 - C13 to C14 Jumper Cord

## For Back to Back

For back-to-back configurations, we recommend sawhorses/work benches be used when installing the **back-to-back connectors**. Use the sawhorses/work benches to elevate the units. Employ an awl to position and align the **back-to-back connectors** between the **legs** and the **beam**. Once aligned, use the provided hardware **H561 5/16"-18, 7/8" HEX DR ROUND HEAD SCREW WITH LOCTITE** to fasten the legs and connectors to the beam. Repeat process on the opposite end.

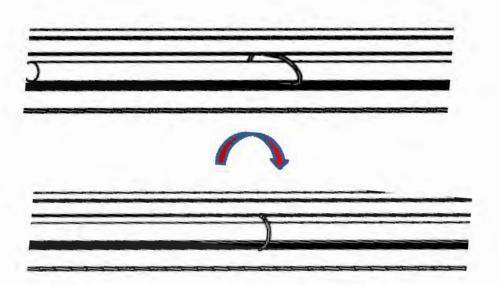


STEP 2.2 - INSTALLATION OF BACK-TO-BACK

## **Cable Management**

Use cord springs to dress any excess cords. Insert cord spring into beam then twist clockwise to engage prongs.

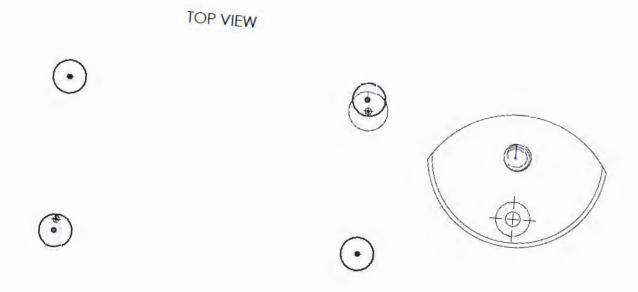




# **Ground Mounting**

Please Note: Arconas does not provide floor mounting hardware. Arconas recommends consulting with building owner before installing any anchors to the floor.

Ensure ground mounting hole glides are opposite from each other. See picture.



#### 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 <u>Lobbying Statement</u>

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 Liaison). 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 Greater Orlando Aviation Authority. Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 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 www.integritycounts.ca/org/GOAA. The Contractor shall include this 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 <u>Incurred Cost</u>

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.

B25-22 Upholstery Services for Passenger Seating

**BASE REV 5/6/22** 

#### 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 noninfringing 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 <u>Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive</u> 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

B25-22 Upholstery Services for Passenger Seating

**BASE REV 5/6/22** 

(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.

https://www.dms.myflorida.com/business\_operations/state\_purchasing/state\_agencyresources/vendor\_registration\_and\_vendor\_lists/convicted\_vendor\_list

## 4.30 <u>Scrutinized Companies</u>

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 <u>Licenses and Certifications</u>

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 <u>Litigation Venue</u>

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 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.

### 4.38 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 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.

## 4.39 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.

## 4.40 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.

#### 4.41 **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.

## 4.42 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.

## 4.43 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.

### 4.44 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: PHONE NUMBER. (407) 825-7105; EMAIL ADDRESS, WWW.ORLANDOAIRPORTS.NET/PUBLICRECORDS; AND MAILING ADDRESS, GREATER ORLANDO AVIATION AUTHORITYY, 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.

## 4.45 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. <u>Title Vi List of Pertinent Nondiscrimination Acts And Authorities</u>

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):
- 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);
- 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 nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 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.
- Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a>.
- 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.

#### 4.46 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. <a href="https://www.fema.gov/grants/procurement">https://www.fema.gov/grants/procurement</a>

#### 4.47 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:

- 1) Access to Records. The following access to records requirements apply to this Contract:
  - 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.

#### 2) <u>Compliance with Federal Law, Regulations, and Executive Orders.</u>

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.

#### 3) 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.

#### 4) 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.
  - 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 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	<b>GREATER ORLANDO AVIA</b>	TION AUTHORITY, a
public and governmental body, existing un	nder and by virtue of the laws o	of the State of Florida
hereinafter called 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 furnish all labor, supervision, miscellaneous materials (included, but not limited to, thread, zippers, linings, etc.) equipment, tools, pick-up, delivery and all other items necessary or proper for, or incidental to, performing upholstery fabrication and installation services using the Aviation Authority-provided custom fabrics and vinyl on Passenger style seating units located in public areas throughout the Terminals (Terminals A , B and C), Airsides, and the Train Station at the Orlando International Airport, and all other items necessary or proper for, or incidental to, performing its obligations under <a href="Purchasing Bid 25-22">Purchasing Bid 25-22</a>, Upholstery Services for Passenger Style Seating for the Orlando International Airport, in accordance with the Contract Documents which consist of the Contract, Bid Price Form Page, 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 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 Form Page** 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** By:\_\_\_\_\_ Official Seal Date:\_\_\_\_ Attest: Secretary "CONTRACTOR" WITNESSED BY: (Name of Contractor) By:\_\_\_\_\_ (Seal) (Signature of Owner or General Partner) Its:\_\_\_\_\_ (Title) Name of Owner or General Partner Printed or Typed

#### 6.0 BID SUBMITTALS/ ATTACHMENTS

#### 6.1 Bid Opening

- a. Bid opening shall be public on the date and time specified. Sealed bids are exempt in accordance with Florida Statute 119.071(1) (b) 2. The names of the firms submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation will be released until such time as the Aviation Authority provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- b. Bids must be submitted no later than 11:00 a.m., Tuesday, July 12, 2022 in sealed envelopes bearing the words "Purchasing Bid 25-22, Upholstery Services for Passenger Style Seating."
- c. Each Bidder shall submit three (3) complete sets of the Bid Submittal:
  - 1) **One (1) hardcopy** marked "ORIGINAL" with **One** (1) Printed Original Bid Price Form.
  - 2) One hardcopy marked "COPY" with One Printed Copy Bid Price Form.
  - 3) One COMPLETE electronic copy on a USB drive in PDF format. The Submittal in PDF format shall have navigational bookmarks inserted in lieu of any tabs required in the hard copy. The entire submittal shall not exceed a single USB Flash Drive. In cases where there are discrepancies between the electronic PDF and hard copy, the hard copy shall take precedence.
- d. **DO NOT MODIFY OR REISSUE THE BID PRICE FORM; USE THE BID PRICE FORM PROVIDED.** The Excel Bid Price Sheets are to be completed electronically on an Excel spreadsheet. The electronically completed spreadsheet shall be saved on USB flash drive and included with Bid submittal.
- e. Bid must contain a signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any Bid entry must be initialed.
- f. No Bid may be modified after opening. No Bid may be withdrawn after opening for a period of **ninety (90) days** unless otherwise specified. Pricing will remain firm.

#### 6.2 Delivery of Bid

a. It is the sole responsibility of the Bidder to ensure that their Bid reaches the Purchasing Department. All bids, unless otherwise specified, must be delivered to the following address no later than the time and date specified in the solicitation:

# Greater Orlando Aviation Authority Purchasing Department 8652 Casa Verde Road, Building 811 Orlando, Florida 32827-4338

- b. Bidders should include the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope. Bids submitted by e-mail, telephone or fax shall not be accepted. An e-mailed or a faxed Bid shall be rejected as non-responsive regardless of where or when it is received.
- c. Bidders are cautioned that they are solely and strictly responsible for delivery to the specific location cited prior to the specified opening date and time. Therefore, if your Bid is delivered by an express mail carrier or by any other means, it is solely your responsibility to ensure delivery to the above address. The Purchasing Department will not be responsible for deliveries made to any place other than the specified address.
- d. The time/date stamp clock located in the Purchasing Department Office shall serve as the official authority to determine lateness of any Bid. The Bid time shall be scrupulously observed. Under no circumstances shall Bids delivered after the time specified be considered. Late Bids will be returned to the Bidder unopened.

#### 6.3 Bid Submittals

Bid must be submitted on forms provided by the Aviation Authority. No other forms will be accepted. The following attachments and forms must be completed, signed and turned in as part of your Bid submittal package.

### Failure to complete and turn in the required forms may result in your Bid being determined non-responsive and not considered for award.

	Attachment A - Bidder's Certification Form.
	Attachment B - Bid Price Form.
	Attachment C - Addendum Receipt Verification Form. If an Addendum(s) is issued.
	Attachment D - Bidder's Questionnaire - includes the References' Form.
	Attachment E - Conflict of Interest Disclosure Form.
	Attachment F – Scrutinized Company Certification Form.
	Attachment G - MWBE/LDB/VBE Participation Forms.
	Attachment H - Bidder's W-9.
	Attachment I – Proof of Insurance.
	Attachment J - Letter of Bondability.
	Attachment K – E-Verification Certification Form
П	Attachment L - No Bid Response Form.

#### <u>Attachment A - Bidder's Certification</u>

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:
	☐ physical presence or ☐ online notarization
Bidder's Signature	this day of20
Print Name and Title	by who is
	☐ Personally Known; or ☐ Produced Identification. Type of identification produced:
Address:	[Check applicable box to satisfy identification requirement of FLA. Stat. §117.05)
	(STATE OF FLORIDA Seal
Date	
Duns Number	COUNTY OF)
	Notary Signature:
Federal Tax Id Number	Notary Public My Commission Expires:
Email:	Printed, typed or stamped commissioned name of Notary Public
The Aviation Authority only requires Company E	adoral Tax Id numbers The Avietion Authority

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

B25-22 Upholstery Services for Passenger Seating

BASE REV 5/6/22

#### Attachment B - Bid Price Form

## BID PRICE FORM GREATER ORLANDO AVIATION AUTHORITY PURCHASING BID 25-22

A BID PRICE FORM IS ACCOMPANIED WITH THIS INVITATION FOR BID AS A MICROSOFT EXCEL SPREADSHEET. DO NOT MODIFY OR REISSUE THE BID PRICE FORM; USE THE BID PRICE FORM PROVIDED. The Excel Bid Price Sheets are to be completed electronically on an Excel spreadsheet. Submit the Bid Price Form as detailed in the instructions for Bid Submittals listed in Section 6.

Bidder's Bid prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Bidder's costs during the initial term of the Contract must be reflected in its prices set forth in its Bid. 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.

The Bidder's Unit Prices shall include the Contractor's portion of social security taxes, unemployment taxes and all other compulsory payroll taxes, worker's compensation insurance costs, costs of any health insurance or other fringe benefit provided to employees, uniform costs, costs of performance bond and U.S. Customs and Border Protection bond, hologram badge and insurance coverage, travel costs, training costs, other overhead costs, profit margin and any other costs or fees the Bidder would expect to receive or recover from the Aviation Authority in performing the services.

The Bidder agrees to furnish all labor, supervision, materials, supplies, equipment, tools, transportation and all other items necessary or proper for, or incidental to, the refurbishment and repair of wood furniture, located throughout the terminal building at the Orlando International Airport as specified herein. The work includes, but is not limited to, coordination, pick-up, delivery, refurbishment and repair based on a schedule provided by the Aviation Authority as described in the Contract Documents.

Purchasing Bid 25-22, Upholstery Services for Passenger Style Seating

TOTAL THREE (3) YEAR BID PRICE:	
	\$
(Print Dollar Amount)	
Note: The figure shown above must match the figure (Excel Worksheet) as the "Total Three (3) Year Bid	
Authorized Signature:	
Name and Title (Typed or Printed):	
Date:	
25-22 Upholstery Services for Passenger Seating	BASE REV 5/6/22

#### **Attachment C - 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
Addendum No.	Dated
Addendum No.	Dated
Addendum No.	Dated
Addendum No.	
Addendum No.	Dated
Addendum No.	
Addendum No.	
Company	
Signature	
Print Name	
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	
Contact Individual	
Contact Address	
City, State, Zip	
Telephone Number	
Email Address	

#### 2. <u>AUTHORIZED SIGNATORIES</u>

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>	Indicate Principal or Authorized Authority

#### 3. EXPERIENCE

<ul> <li>b. Years in business:</li> <li>c. Years performing this type of work:</li> <li>d. Is your firm currently providing products/services within the State of F</li> <li>Yes No</li> <li>e. Provide detailed experience within the last three years relevant to the</li> </ul>	
d. Is your firm currently providing products/services within the State of F Yes No	
Yes No	
<del></del>	of Florida:
e. Provide detailed experience within the last three years relevant to the	
	the IFB.

e. Provide detailed experience within the last three years relevant to the IFf. Provide a copy Business License

#### 4. **SERVICE FACILITY**

Name of service center	
Address	
Contact:	
Telephone number	
Email:	

B25-22 Upholstery Services for Passenger Seating

BASE REV 5/6/22

the spaces provided. References shall be for work substantially similar in scope and magnitude satisfactorily provided or has completed within the past three years and with whom the Aviation Authority shall be able to contact to validate the Bidder's capabilities and experience. 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. Ref #1. Company/Organization name Address: Description of Services: Under current contract: Yes Contract Value: \$ No Date of Services: Contact Person: Email: Telephone # Ref #2 Company/Organization name Address: Description of Services: Under current contract: Yes Contract Value: \$ No Date of Services: Contact Person: Email: Telephone # Ref #3 Company/Organization name Address: Description of Services: Under current contract: Yes No Contract Value: \$ Date of Services: Contact Person: Email: Telephone #

**REFERENCES**: List a three (3) customers for the services specified in the solicitation in

5.

#### **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:	
Firm Name:	
Signature of Authorized Representative:	
Name and Title (Print or Type):	
Date:	

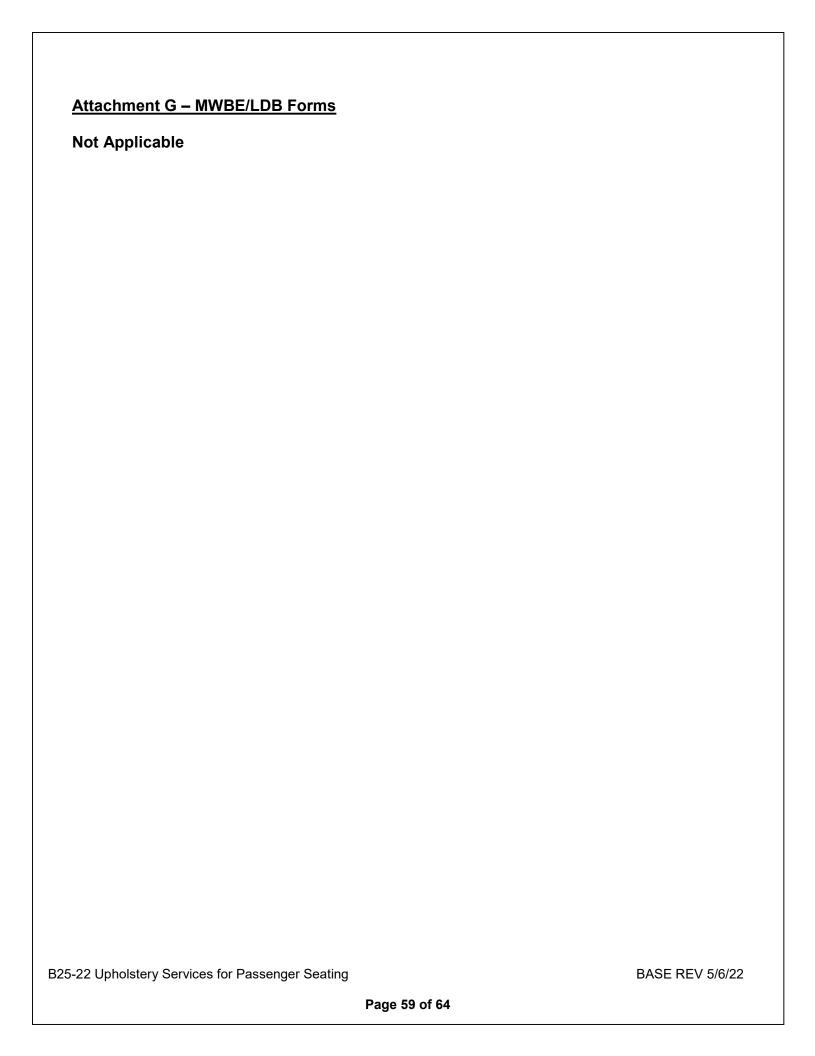
### <u>Attachment F - Certification Regarding Prohibition Against Contracting with Scrutinized Companies</u>

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:



Request for Taxpayer Id	dentification Number and	Certification ▶	
Go to <u>www.irs.gov/Forr</u>	nW9 for instructions and	tne latest informati	on.

#### **Attachment I – Proof of Insurance**

Bidder's submittal shall demonstrate ability to meet all insurances requirements per Section 2.5 by providing evidence of one of the following ways:

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, the 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.

Not Applicable	

#### Attachment K - E-Verify Acknowledgment

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.

<u>"Contractor"</u> 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).

<u>"Subcontractor"</u> 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

Company Name:	
Authorized Name:	Title:
Signature:	Date
I hereby acknowledge and agree that use of the U.S. Dep the term of the contract is a condition of the resulting con  ***********************************	tract with the Greater Orlando Aviation Authority.
County of	
This instrument was acknowledged before me on	(Date)
Notary Public Signature	

B25-22 Upholstery Services for Passenger Seating

**BASE REV 5/6/22** 

#### Attachment L - No Bid Response

#### **NO BID RESPONSE**

#### TO

#### **INVITATION FOR BIDS**

If your firm is unable to submit a Bid at this time, please provide the information requested in the space provided below and return to:

# GREATER ORLANDO AVIATION AUTHORITY PURCHASING DEPARTMENT 8652 CASA VERDE ROAD, BUILDING 811 ORLANDO, FLORIDA 32827-4338

We have received Invitation for Bids, <u>Purchasing Bid 25-22</u>, <u>Upholstery Services for Passenger Style Seating for the Orlando International Airport, opening at 11:00 a.m., <u>Tuesday, July 12, 2022</u>, at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Department, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338.</u>

	Our firm's reason for not submitting is:	
_	Company Name	
В	y:	
It.	s:	
IG	Name & Title, Typed or Printed	

#### **Marie Dennis**

From: Sharda Sanassi

**Sent:** Monday, October 24, 2022 10:56 AM

**To:** GOAA Designees; Directors and Aides; Finance

**Cc:** Zaira Rodriguez

**Subject:** Designee for Chief Financial Officer - Ms. Kathleen Sharman

#### Good Morning,

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

Thank you for your time.

Best Regards,

Sharda Sanassi

Executive Assistant to the Chief Financial Officer Finance Department Orlando International Airport One Jeff Fuqua Boulevard Orlando, Florida 32827-4399

Office: (407) 825-2090

Email: <a href="mailto:sharda.sanassi@goaa.org">sharda.sanassi@goaa.org</a>
Website: <a href="mailto:www.orlandoairports.net">www.orlandoairports.net</a>

