

Board Date: 3/27/2024
Item: NB-E



GREATER ORLANDO AVIATION AUTHORITY

23-364-DN

Landscape Maintenance Services for Parking Lots

Two Year Term – May 1, 2024 – April 30, 2026

Contractor

Helping Hand Lawn Care, LLC

E. Norman Ripper

hhlawncare@hotmail.com

P O Box 1704

Sorrento FL 32776

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
CONTRACT.....	4
PRICING.....	6
SUBMITTALS/ ATTACHMENTS.....	7
1.0 GENERAL INFORMATION.....	8
1.1 Intent/Purpose	8
1.2 Contract Period.....	8
1.3 Price Escalation/De-Escalation (CPI).....	8
1.4 Public Meetings/Public Records.....	9
1.5 Code of Ethics and Business Conduct Policy.....	10
2.0 SPECIAL CONDITIONS	11
2.1 Surety Bonds/Letters of Credit/Liability Insurance	11
2.2 Insurance Requirements	11
2.3 Verification of Employment Status	13
2.4 Identification and Access Requirements	14
2.5 Airport Security	16
2.6 Minority and Women Business Enterprise ("MWBE") Participation Program.....	16
2.7 Local Developing Business ("LDB") Participation Program	18
2.8 Good Faith Effort for MWBE Participation Program.....	18
2.9 Performance/Invoicing	19
3.0 SCOPE OF WORK/SPECIFICATIONS	21
3.1 Overview.....	21
3.2 Completion of Work	21
3.3 Inspections and Approval.....	22
3.4 Work Hours.....	22
3.5 Contractor's Performance Requirements	22
3.6 Safety and Protection.....	23
3.7 Traffic Control Plan	24
3.8 Regulations.....	24
3.9 Mowing	25
3.10 Edging and Trimming.....	27
3.11 Weeding	27
3.12 Pruning Shrubs, Groundcover and Ornamental Grasses	28
3.13 Fertilization	29
3.14 Disease And Insect Control Revised Per Addendum 1	30
3.15 Irrigation.....	31
3.16 Products	33
3.17 Trash and Debris Removal	35
3.18 Lighting	36
3.19 Contractor's Tools and Equipment.....	36
3.20 Contractor's On-Site Communications	37
3.21 Contractor's Personnel	37
3.22 Items Provided by the Aviation Authority:.....	38
3.23 Parking	38
3.24 Use of Premises	39
3.25 Additional Work.....	39
3.26 Exhibits.....	39
4.0 AVIATION AUTHORITY STANDARD TERMS AND CONDITIONS.....	40

4.1	Awards.....	40
4.2	Additional Terms & Conditions	40
4.3	Purchasing Contracts With Other Governmental Entities	40
4.4	Lobbying Statement	40
4.5	Whistle Blower Reporting Line	41
4.6	EEO Statement.....	41
4.7	Federal Fair Labor Standards Act	41
4.8	Occupational Safety And Health Act of 1970.....	41
4.9	Discounts.....	42
4.10	Pricing.....	42
4.11	Incurred Cost.....	42
4.12	Taxes.....	42
4.13	Errors.....	42
4.14	Silence of Specifications	42
4.15	Assignment.....	42
4.16	Indemnification.....	43
4.17	Patents and Royalties	44
4.18	Software License to Contractor.....	45
4.19	Warranty Against Infringement of Intellectual Property.....	45
4.20	Optional Ownership of Work Product	45
4.21	Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI).....	46
4.22	Training.....	47
4.23	Acceptance.....	47
4.24	Safety Warranty	47
4.25	Warranty.....	47
4.26	Conflict of Interest.....	47
4.27	Drug-Free Workplace.....	47
4.28	Discriminatory Vendor List	48
4.29	Public Entity Crimes.....	48
4.30	Scrutinized Companies	48
4.31	Licenses and Certifications	49
4.32	Subcontractors.....	49
4.33	Verbal Instructions	50
4.34	Litigation Venue	50
4.35	Addition, Deletion, or Modification of Services	50
4.36	Operation During Dispute.....	50
4.37	Funding.....	50
4.38	Contract Termination	51
4.39	Contractor Responsibilities	52
4.40	Supervision of Contract Performance.....	52
4.41	Monitoring of Work.....	52
4.42	Prompt Payment	52
4.43	Right To Audit Records.....	53
4.44	Copying Documents.....	53
4.45	Florida Public Records Law	53
4.46	Federal Compliance Provisions.....	54
4.47	Federal Emergency Management Agency (FEMA) Contract Requirements.....	58
4.48	Additional FEMA Requirements.....	58

CONTRACT

This Agreement/Contract is made and entered into effective as of May 7, 2024 by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called the Aviation Authority, and **HELPING HAND LAWN CARE, LLC**, hereinafter called Contractor.

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

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

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

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

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

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

**“AVIATION AUTHORITY”
GREATER ORLANDO AVIATION AUTHORITY**



By:   _____

Name/Title: Kevin J. Thibault CEO

Date: May 7, 2024

**“CONTRACTOR”
HELPING HAND LAWN CARE, LLC**



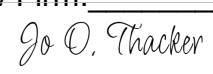
By:   _____

Name/Title: Elder Ripper President

Date: Apr 18, 2024

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the Greater Orlando Aviation Authority, only.

Name of Law Firm: Nelson Mullins Riley & Scarborough LLP

By:  _____

Date: Apr 24, 2024

Line Item	Description	Quantity	Measure	Unit Cost	Extended Cost
MOWING		Year One May 1, 2024 - April 30, 2025			
1	West Park Place	42	Cycle	\$400.00	\$16,800.00
2	North Park Place	42	Cycle	\$400.00	\$16,800.00
3	South Park Place	42	Cycle	\$600.00	\$25,200.00
4	North Employee Parking Lot	42	Cycle	\$800.00	\$33,600.00
5	South Employee Parking Lot	42	Cycle	\$200.00	\$8,400.00
6	South Cell Lot	42	Cycle	\$200.00	\$8,400.00
EDGING & TRIMMING					
7	West Park Place	42	Cycle	\$360.00	\$15,120.00
8	North Park Place	42	Cycle	\$360.00	\$15,120.00
9	South Park Place	42	Cycle	\$240.00	\$10,080.00
10	North Employee Parking Lot	42	Cycle	\$576.00	\$24,192.00
11	South Employee Parking Lot	42	Cycle	\$120.00	\$5,040.00
12	South Cell Lot	42	Cycle	\$120.00	\$5,040.00
WEEDING					
13	West Park Place	42	Cycle	\$150.00	\$6,300.00
14	North Park Place	42	Cycle	\$150.00	\$6,300.00
15	South Park Place	42	Cycle	\$240.00	\$10,080.00
16	North Employee Parking Lot	42	Cycle	\$500.00	\$21,000.00
17	South Employee Parking Lot	42	Cycle	\$100.00	\$4,200.00
18	South Cell Lot	42	Cycle	\$100.00	\$4,200.00
PURNING SHRUBS AND GROUNDCOVER					
19	West Park Place	12	Cycle	\$600.00	\$7,200.00
20	North Park Place	12	Cycle	\$600.00	\$7,200.00
21	South Park Place	12	Cycle	\$600.00	\$7,200.00
22	North Employee Parking Lot	12	Cycle	\$800.00	\$9,600.00
23	South Employee Parking Lot	1	Cycle	\$300.00	\$300.00
24	South Cell Lot	12	Cycle	\$200.00	\$2,400.00
DISEASE & INSECT CONTROL					
25	West Park Place	12	Cycle	\$100.00	\$1,200.00
26	North Park Place	12	Cycle	\$200.00	\$2,400.00
27	South Park Place	12	Cycle	\$100.00	\$1,200.00
28	North Employee Parking Lot	12	Cycle	\$300.00	\$3,600.00
29	South Employee Parking Lot	12	Cycle	\$100.00	\$1,200.00
30	South Cell Lot	12	Cycle	\$100.00	\$1,200.00
FERTILIZATION					
31	West Park Place	2	Cycle	\$1,000.00	\$2,000.00
32	North Park Place	2	Cycle	\$1,000.00	\$2,000.00
33	South Park Place	2	Cycle	\$1,000.00	\$2,000.00
34	North Employee Parking Lot	2	Cycle	\$2,000.00	\$4,000.00
35	South Employee Parking Lot	2	Cycle	\$300.00	\$600.00
36	South Cell Lot	2	Cycle	\$200.00	\$400.00
TRASH & DEBRIS REMOVAL					
37	West Park Place	261	Days	\$144.00	\$37,584.00
38	North Park Place	261	Days	\$144.00	\$37,584.00
39	South Park Place	261	Days	\$144.00	\$37,584.00
40	North Employee Parking Lot	261	Days	\$288.00	\$75,168.00
41	South Employee Parking Lot	261	Days	\$144.00	\$37,584.00
42	South Cell Lot	261	Days	\$72.00	\$18,792.00
43	Additional Trash Pick as Requested by AAR (Saturdays)	261	Days	\$288.00	\$75,168.00
IRRIGATION MAINTENANCE					
44	West Park Place	12	Cycle	\$1,000.00	\$12,000.00
45	North Park Place	12	Cycle	\$1,000.00	\$12,000.00
46	South Park Place	12	Cycle	\$1,000.00	\$12,000.00
47	North Employee Parking Lot	12	Cycle	\$1,400.00	\$16,800.00
48	South Cell Lot	12	Cycle	\$300.00	\$3,600.00
49	Irrigation Parts Estimated Sum	7500	Dollar	\$1.00	\$7,500.00
MULCH BAG SIZE 2 CUBIC YARDS					
50	West Park Place	1000	Bags	\$6.00	\$6,000.00
51	North Park Place	1000	Bags	\$6.00	\$6,000.00
52	South Park Place	1000	Bags	\$6.00	\$6,000.00
53	North Employee Parking Lot	1000	Bags	\$6.00	\$6,000.00
54	South Employee Parking Lot	1000	Bags	\$6.00	\$6,000.00
55	South Cell Lot	1000	Bags	\$6.00	\$6,000.00
PLANT & SOD REPLACEMENT					
56	Plant Removal and Replacement as Requested	5000	Dollars	\$1.00	\$5,000.00
57	Annuals Maintain, Removal and Replacement	5000	Dollars	\$1.44	\$7,200.00
58	Bahia unit price per pallet	10	Pallet	\$100.00	\$1,000.00
59	St. Augustine - Unit Price Per Pallet	10	Pallet	\$150.00	\$1,500.00
ADDITIONAL SERVICES					
60	Additional Landscape Maintenance	25	Acres	\$100.00	\$2,500.00
61	Hourly Labor Rate	100	Hour	\$50.00	\$5,000.00
62	Irrigation Repairs & Parts above 8 inches in Diameter	25	Hour	\$75.00	\$1,875.00
Year One Amount Not to Exceed Total					\$735,011.00

Line Item	Description	Quantity	U/M	Unit Price	Extended Price
MOWING		Year Two May 1, 2025 - April 30, 2026			
1	West Park Place	42	Cycle	\$400.00	\$16,800.00
2	North Park Place	42	Cycle	\$400.00	\$16,800.00
3	South Park Place	42	Cycle	\$600.00	\$25,200.00
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62	Irrigation Repairs & Parts above 8 inches in Diameter	25	Hour	\$75.00	\$1,875.00
Year Two Amount Not to Exceed Total					\$735,711.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/28/2024

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 Closson Insurance Agency, LLC 1201 S. Orlando Avenue Suite 200 Winter Park FL 32789	CONTACT NAME: Christine McCrary PHONE (A/C, No, Ext): (407) 898-2211 FAX (A/C, No): (407) 898-1850 E-MAIL ADDRESS: CMcCrary@ClossonInsurance.com																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Southern-Owners Insurance Co</td> <td></td> <td>10190</td> </tr> <tr> <td>INSURER B: AUTO OWNERS INSURANCE COMPANY</td> <td></td> <td>18988</td> </tr> <tr> <td>INSURER C: FFVA Mutual Insurance Co.</td> <td></td> <td>10385</td> </tr> <tr> <td>INSURER D: Upland Specialty Insurance</td> <td></td> <td>16988</td> </tr> <tr> <td>INSURER E: Landmark American Insurance Company</td> <td></td> <td>33138</td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Southern-Owners Insurance Co		10190	INSURER B: AUTO OWNERS INSURANCE COMPANY		18988	INSURER C: FFVA Mutual Insurance Co.		10385	INSURER D: Upland Specialty Insurance		16988	INSURER E: Landmark American Insurance Company		33138	INSURER F:	
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INSURER E: Landmark American Insurance Company		33138																			
INSURER F:																					
INSURED Helping Hand Lawn Care LLC PO Box 1704 Sorrento FL 32776-1704																					

COVERAGES

CERTIFICATE NUMBER: 7.11.23 Master

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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	72276187	07/11/2023	07/11/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 10,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y	Y	4927618700	07/11/2023	07/11/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>						PROPERTY DAMAGE (Per accident) \$
							FL PIP Basic \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			4927618701	07/11/2023	07/11/2024	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 4,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	WC840-081578-2023A	07/11/2023	07/11/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D/E	Excess Auto Liability			USXTL0396323 / LHA103499	07/11/2023	07/11/2024	Each Occurrence \$2,000,000
	Excess Auto Liability						Aggregate \$2,000,000
							\$2MIL Excess of \$2MIL \$2,000,000

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

RE:23-364-DN Landscape Services of Parking Lots

The Greater Orlando Aviation Authority, 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, agents and employees are hereby included as Additional Insureds. including products and completed operations on a primary and non-contributory basis as required by contract per attached policy forms. Blanket Additional Insured and Waiver of Subrogation applies to the Auto Liability per attached policy forms. A Blanket Waiver of Subrogation applies to the Workers Compensation as required by contract per attached policy form. The Umbrella policy is follow form to the underlying General Liability and Employers Liability only. The Upland Excess Liability policy is follow form to the underlying Auto Liability only. The Landmark policy is in Excess of the Upland Excess policy

CERTIFICATE HOLDER**CANCELLATION**

Greater Orlando Aviation Authority - Purchasing CFID #23-364-DN
 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

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ADDITIONAL REMARKS SCHEDULE

AGENCY Closson Insurance Agency, LLC		NAMED INSURED Helping Hand Lawn Care Llc	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

and is follow form to the underlying Auto Liability policy. General Liability Deductible/SIR = N/A. 30-Day Notice of Cancellation applies to General Liability, Auto Liability and Workers Compensation/Employers Liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Under SECTION II - WHO IS AN INSURED is amended. The following provision is added. A person or organization is an Additional Insured, **H** only with respect to liability cause, in whole or in part, by "your work" for that Additional Insured by reason:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only **H** if a Certificate of Insurance was issued prior to the listing indicating that the person or organization was an Additional Insured.

B. SECTION III - LIMITS OF INSURANCE is amended. The following provision is added. The limits of liability for the Additional Insured are **H** those specified in the written contract or agreement **H** between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, **H** if an oral contract or agreement, not to exceed **H** the limits provided in this policy. These limits are **H** inclusive of and in addition to the limits of **H** insurance shown in the Declarations. **H**

C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended.

1. The following condition is added **4. Other Insurance.**
This insurance is primary for the Additional Insured, but only with respect to liability cause,

in whole or in part, by "your work" for that Additional Insured by reason. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary **H** insurance to the insurance provided by this endorsement.

2. The following condition is added. **Other Additional Insured Coverage Issued By Us**

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement **H** to this policy, our maximum limit of insurance **H** under this endorsement and any other endorsement shall not exceed the limit of insurance in **H** the written contract or agreement between the insured and the owner, lessee or contractor, **H** or the limits provided in this policy, whichever is **H** less. Our maximum limit of insurance arising **H** out of an "occurrence", shall not exceed the limit **H** of insurance shown in the Declarations, regardless **H** of the number of insureds or Additional **H** Insureds.

All other policy terms and conditions apply.

65034 (6-22) H

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA - COMMERCIAL GENERAL LIABILITY PLUS COVERAGE - WITH LIMITED OWNED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provisions under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART H

1. EXTENDED WATERCRAFT LIABILITY

SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended. Exclusion **g.(2)** is deleted and is replaced by the following exclusion:

- (2) A watercraft you own that is:
- (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;

2. LIMITED OWNED AUTO AND NON-OWNED AUTO LIABILITY

Coverage for "bodily injury" and "property damage" liability provisions under **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is extended as follows under this item, but only if you do not have any other insurance available to you which affords the same or similar coverage.

a. Coverage

We will pay these sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":

- (1) You own it;
- (2) Which is not registered in your name; or
- (3) Which is not leased or rented to you for more than ninety consecutive days and which is used in your business.

b. Exclusions

With respect to only **LIMITED OWNED AUTO AND NON-OWNED AUTO LIABILITY**, the exclusions which apply to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, other than the Nuclear Energy Liability Exclusion Endorsement, do not apply. The following exclusions apply to this coverage:

This coverage does not apply to:

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- (2) Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- (3) (a) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - 1) That are, or are contained in any property that is:
 - a) Being transported or by, handled or prepared for placement into or upon, or taken from the "auto";
 - b) Otherwise in the course of transit by you or on your behalf; or
 - c) Being disposed of, stored, treated or processed into or upon the "auto";
 - 2) Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or any one acting on your behalf for placement into or onto the "auto"; or
 - 3) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned.

by y u r any ne ac ing n y ur behal .

Paragraph **(3)(a)1** es n t apply t "p llutants" that are nee e r result r m the n rmal mechanical, electrical f rhy raulic uncti ning the "aut " r f its parts, i the ischarge, release, escape, seepage, migrati n r ispersal f such "p llutants" is irectly r m a part the "aut " esigne t h l , f st re, receive r isp se such "p llutants" by the "aut " manu acturer. f Paragraphs **(3)(a)2** an **(3)(a)3** n t f apply, i as a irect result f maintenance r use the "aut ", "p llutants" r pr perty c ntaining f "p llutants" which are n t in r up n the f "aut ", are upset, verturne r amage at any premises n t wne by f r lease t y u. The ischarge, release, escape, seepage, migrati n r ispersal the "p llutants" must be irectly cause by such upset, verturn r amage.

- (b)** Any l ss, c st r expense arising ut any:
 - 1)** Request, eman r r er that any f insure r thers test r, m nitr, clean up, rem ove, c ntain, treat, et xi y r neutralize, r in any way resp n t , r assess the e ects f "p llutants"; r f
 - 2)** Claim r "suit" by r n behal a g vernmental auth rity r amages f because testing r, m nitr, cleaning up, rem oving, c ntaining, treating, et xi ying r neutralizing, r in any way resp n ing t , r assessing the e ects "p llutants".
- (4)** "B ily injury" r "pr perty amage" h wever cause , arising irectly r in irectly, ut :
 - (a)** War, inclu ing un eclare r civil war;
 - (b)** Warlike acti n by a military rce, inclu ing acti n in hin ering r e en ing against an actual r expecte attack, by any g vernment, s vereign r ther auth rity using military pers nnel r ther agents; r
 - (c)** Insurrecti n, rebelli n, rev luti n, usurpe p wer, r acti n taken by g vernmental auth rity in hin ering r e en ing against any these.
- (5)** "B ily injury" r "pr perty amage" r which the insure is bligate t pay amages by reas n the assumpti n

liabili y in a c n rac r agreemen . This exclusi n es n t apply t liability r amages:

- (a)** Assume in a c ntract r agreement f that is an "insure c ntract", pr vi e the "b ily injury" r "pr perty amage" f c curs subsequent t the executi n the c ntract r agreement. H wever, i the insurance un er this p licy es n t f apply t the liability the insure , it als f es n t apply t such liability assume f by the insure un er an "insure c ntract". f
 - (b)** That the insure w ul have in the f absence the c ntract r agreement. f
 - (6)** "Pr perty amage" t :
 - (a)** Pr perty wne r being transp rte by, f r rrente r l ane t any insure ; r
 - (b)** Pr perty in the care, cust y r c ntr l f any insure ther than "pr perty amage" t a resi ence r a private garage by a private passenger "aut " c vere by this c verage.
 - (7)** **(a)** "B ily injury" t :
 - 1)** An "empl yee" the insure arising ut an in the c urse empl yment by the insure ; r
 - 2)** The sp use, chil , parent, br ther r f sister that "empl yee" as a c nsequence paragraph **(7)(a)1**. f
 - (b)** This exclusi n applies:
 - 1)** Whether the insure may be liable f as an empl yer r in any ther capacity; an
 - 2)** T any bligati n t share amages f with r repay s me ne else wh must pay amages because the injury.
 - (c)** This exclusi n es n t apply t :
 - 1)** Liability assume by the insure un er an "insure c ntract".
 - 2)** "B ily injury" t any "empl yee" the insure arising ut an in the c urse his r her mestic empl yment by the insure unless bene its r such injury are in wh le r in part either payable r require t be pr vi e un er any w rkers c mpensati n law.
- c. Who Is An Insured**
 With respect t nly this c verage, **SECTION II - f WHO IS AN INSURED** is elete an replace by the ll wing pr visi n.
SECTION II - WHO IS AN INSURED
(1) Each the ll wing is an insure with respect t this c verage.

- () u.
 - (b) ur partners if y u are esignate in the Declarati ns as a partnership r a Y j int venture.
 - (c) ur members if y u are esignate in Y the Declarati ns as a limite liability c mpany.
 - (d) ur "executive fficers" if y u are esignate in the Declarati ns as an rganizati n ther than a partnership, j int venture r limite liability c mpany. Y
 - (e) Any pers n using the "aut " an any pers n r rganizati n legally resp nsible f r the use f an "aut " n t wne by such pers n r rganizati n, Y pr vi e the actual use is with y ur permissi n.
- (2) N ne f the f ll wing is an insure :
- (a) Any pers n engage in the business f his r her empl yer with respect t "b ily injury " t any c -"empl yee" f such pers n injure in the c urse f empl yment.
 - (b) Any pers n using the "aut " an any pers n ther than y u, legally resp nsible f r its use with respect t an Y "aut " wne r registre in the name f:
 - 1) Such pers n; r
 - 2) Any partner r "executive fficer" f y urs r a member f his r her h useh l ; r
 - 3) Any "empl yee" r agent f y urs wh is grante an perating all wance f any s rt f r the use f Y such "aut ".
 - (c) Any pers n while empl ye in r therwise engage in uties in c nnecti n with an "aut business", Y ther than an "aut business" y u perate.
 - (d) The wner r lessee (f wh m y u are a Y sub-lessee) f a hire "aut " r the wner f an "aut " y u n t wn r which is n t registre in y ur name which is use in y ur business r any agent r empl yee f any such wner r lessee.
 - (e) Any pers n r rganizati n with respect t the c n uct f any current r past partnership r j int venture that is n t sh wn as a Name Insure in the Declarati ns.

d. Additional Definitions

The f ll wing efiniti n applies t nly this Y c verage.

"Aut business" means the business r ccupati n f selling, repairing, servicing, st ring Y r parking "aut s".

e. Limits of Insurance

With respect t nly this c verage, **SECTION Y III - LIMITS OF INSURANCE** is elete an replace by the f ll wing pr visi n.

SECTION III - LIMITS OF INSURANCE

- (1) The Limits f Insurance sh wn in the Declarati ns an the rules bel w fix the m ost we will pay regar less f the number Y f:
 - (a) Insure s;
 - (b) Claims ma e r "suits" br ught; r
 - (c) Pers ns r rganizati ns making claims r bringing "suits".
- (2) We will pay amages f r "b ily injury" r "pr perty amage" up t the limits f liability sh wn in the Declarati ns f r this c verage. Y Such amages shall be pai as f ll ws:
 - (a) When Limite Hire Aut an N n-Owne Aut Each Occurrence Limite is sh wn in the Declarati ns, such limit is the t tal amount f c verage an Y the most we will pay f r all amages because f r arising ut f all "b ily injury" an "pr perty amage" in any ne " ccurrence".
 - (b) When B ily Injury Limite Hire Aut an N n-Owne Aut Each Occurrence Limite an Pr perty Damage Limite Hire Aut an N n-Owne Aut Each Occurrence Limite are sh wn in the Declarati ns:
 - 1) The limit sh wn f r B ily Injury Limite Hire Aut an N n-Owne Y Aut Each Occurrence is the t tal amount f c verage an the m ost we will pay f r all amages because Y f r arising ut f all "b ily injury" in any ne " ccurrence".
 - 2) The limit sh wn f r Pr perty Damage Limite Hire Aut an N n-Owne Aut Each Occurrence is the t tal amount f c verage an Y the m ost we will pay f r all amages Y because f r arising ut f all "pr perty amage" in any ne " ccurrence".

3. BROADENED SUPPLEMENTARY PAYMENTS SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Paragraph 1.d. is amen e .

The amount we will pay f r the actual l ss f earnings is increase fr m \$250 per ay t \$400 per Y ay.

4. ADDITIONAL PRODUCTIONS-COMPLETED OPERATIONS AGGREGATE LIMIT

If the endorsement, EXCLUSION - PRODUCTS-COMPLETED OPERATIONS HAZARD, CG 21 04, is not attached to this policy, then the following description is added **SECTION III - LIMITS OF INSURANCE.**

Commencing with the effective date of this policy, we will provide a national Products-C completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-C completed Operations Aggregate Limit shown in the Declaration. The maximum Products-C completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-C completed Operations Aggregate Limit.

5. PERSONAL INJURY EXTENSION

- a. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is attached to this policy, then this provision, **5. PERSONAL INJURY EXTENSION**, does not apply.
- b. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is not attached to this policy:

(1) SECTION I - COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions

is added. The following exclusion is added. This insurance does not apply to: **D Americans With Disabilities Act (ADA)** "Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Americans With Disabilities Act (ADA), including any amendment or a future such law;
- (2) Any federal rule or regulation promulgated to implement the ADA and its amendments and additions;
- (3) Any federal, state, or local statute, ordinance or regulation, other than the ADA and its amendments and additions, that prohibits discrimination on the basis of disability relating to the use of, access to, or enjoyment of:
 - (a) Facilities use as, or designate or construct for use as places of public accommodation;
 - (b) Facilities use as, or designate or construct for use as a commercial facility;
 - (c) Telecommunication systems;
 - (d) Telephones;
 - (e) Internet;

- (f) Websites;
- (g) Televisions.

(2) SECTION V - DEFINITIONS

Paragraph **14.** "Personal and advertising injury" is deleted and replaced by the following definition.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of and more from the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, invasion of the right of private occupancy for a dwelling premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement";
- g. Infringing upon another's copyright, trademark or slogan in your "advertisement";
- h. Discrimination, humiliation, sexual harassment or any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

6. BROADENED KNOWLEDGE OF OCCURRENCE SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

is added. The following condition is added. Paragraphs **a.** and **b.** of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

- a. If the notice of a new claim is given to you "employee"; and
 - b. That "employee" fails to provide us with notice as soon as practicable.
- This exception shall not apply to you or to any officer, director, partner, risk manager or insurance manager for you.

7 D MAGE TO PREMISES RENTED TO YOU

a. SECTION I - COVERAGES, COVERAGES - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended .

(1) The last paragraph is deleted and replaced by the following paragraph.

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **7. DAMAGE TO PREMISES RENTED TO YOU, b. Limits of Insurance.**

(2) The following additional exclusions apply to "property damage" arising out of water damage to premises rented to you temporarily occupied by you with permission of the owner.

(a) "Property damage" to:

- 1) The interior of the premises caused by rain resulting from rain or snow, whether driven by wind or not; or
- 2) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.

(b) "Property damage" caused by rain resulting from any of the following:

- 1) Mechanical breakdown, including bursting or rupture caused by centrifugal force;
- 2) Cracking, settling, expansion or shrinking;
- 3) Smoke or soot; or
- 4) Birds, insects, rodents or other animals;
- 5) Wear and tear;
- 6) Corrosion, rust, decay, fungus, deterioration, hidden latent defect or any quality in property that causes such property to destroy or damage itself; or
- 7) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by rain resulting from freezing, unless:
 - a) You make a reasonable effort to maintain heat in the building or structure; or
 - b) You drain the equipment and shut off the water supply if the heat is not maintained.

(c) "Property damage" caused directly or indirectly by any of the following:

- 1) Water that backs up from a drain or sewer;

- 2) Mudflow or mudslide;
- 3) Volcanic eruption, explosion or effusion;
- 4) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting; or
- 5) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether withdrawn or not; or
- 6) Water under the ground surface pressing on, or seeping or flowing through:
 - a) Walls, foundations, floors or paved surfaces;
 - b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.

(d) "Property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

b. Limits of Insurance

SECTION III - LIMITS OF INSURANCE is amended . Paragraph 6. is deleted and replaced by the following paragraph.

6. The most we will pay under Coverage for damages because of "property damage" to premises rented to you temporarily occupied by you with permission of the owner arising out of a cause by fire, lightning, explosion, smoke or water damage is the amount shown in the Declarative Under Damage to Premises Rented to You.

c. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance,

Paragraph b. is amended . The word fire is amended to include fire, lightning, explosion, smoke or water damage.

8. BLENDED ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

a. (1) **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:

- (a) In a written contract or agreement, execute prior to loss, to name as an additional insured; or

() n an ral c n rac r agreemen ,
 execute pri rt l ss, t name as an
 a iti nal insure nly if a Certificate f l
 nsurance was issue pri rt l ss
 in icating that the pers n r
 rganizati n was an a iti nal insure .

(2) This pr visi n applies nly with respect t
 liability f r:
 (a) "B ily injury";
 (b) "Pr perty amage"; r
 (c) "Pers nal an a vertising injury"
 cause in wh le r in part, by y ur l
 maintenance, perati n r use f equipment l
 lease t y u by such pers n r
 rganizati n.

b. With respect t the insurance aff r e t an
 a iti nal insure , this insurance es n t apply
 t any " ccurrence" which takes place after the
 equipment lease expires.

c. **SECTION III - LIMITS OF INSURANCE** is
 amen e . The f ll wing pr visi n is a e f r l
 purp ses f this en rsement nly.
 The Limits f nsurance f r the a iti nal
 insure are th se specific in the written
 c ntract r agreement between the insure an
 the less r, n t t excee the limits pr vi e in
 this p licy. These limits are inclusive f an n t l
 in a iti n t the Limits f nsurance sh wn in l
 the Declarati ns.

9. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

a. **SECTION II - WHO IS AN INSURED** is
 amen e t inclu e as an a iti nal insure any
 pers n r rganizati n with wh m y u have
 agree :

(1) n a written c ntract r agreement, execute l
 pri rt l ss, t name as an a iti nal
 insure ; r

(2) n an ral c ntract r agreement, execute
 pri rt l ss, t name as an a iti nal
 insure nly if a Certificate f nsurance was
 issue pri rt l ss in icating that the
 pers n r rganizati n was an a iti nal
 insure

but nly with respect t liability arising ut f the
 wnership, maintenance r use f that part f
 the premises lease t y u.

b. This pr visi n is subject t the f ll wing
 a iti nal exclusi ns.

(1) Any " ccurrence" which takes place after
 y u cease t be a tenant in that premises.

(2) Structural alterati ns, new c nstructi n r
 emditi n perati ns perf rme by r n
 behalf f the a iti nal insure .

c. **SECTION III - LIMITS OF INSURANCE** is
 amen e . The f ll wing pr visi n is a e f r l
 purp ses f this en rsement nly.
 The Limits f nsurance f r the a iti nal
 insure are th se specific in the written
 c ntract r agreement between the insure an
 the manager r less r f the premises, n t t
 excee the limits pr vi e in this p licy. These
 limits are inclusive f an n t in a iti n t the
 Limits f nsurance sh wn in the Declarati ns.

10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

SECTION II - WHO IS AN INSURED is amen e .
 Paragraph 3. is elete an replace by the
 f ll wing paragraph.

3. Any rganizati n y u newly acquire r f rm,
 ther than a partnership, j int venture r limite l
 liability c mpany, an ver which y u maintain
 wnership r maj rity interest, will qualify as a
 Name nsure if there is n ther similar
 insurance available t that rganizati n.
 H wever:

a. C verage un er this pr visi n is aff r e
 nly until the 180th ay after y u acquire r l
 f rm the rganizati n r the en f the
 p licy peri , whichever is earlier;

b. C verage A es n t apply t "b ily injury" l
 r "pr perty amage" that ccurre bef re l
 y u acquire r f rme the rganizati n;
 an

c. C verage B es n t apply t "pers nal an l
 a vertising injury" arising ut f an ffense
 c mmitte bef re y u acquire r f rme
 the rganizati n.

N pers n r rganizati n is an insure with
 respect t the c nuct f any current r past
 partnership, j int venture r limite liability
 c mpany that is n t sh wn as a Name nsure l
 in the Declarati ns.

11. BLANKET WAIVER OF SUBROGATION

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amen e . The
 f ll wing pr visi n is a e t **8. Transfer Of
 Rights Of Recovery Against Others To Us.**

When y u have agree t waive y ur right f
 subrogati n in a written c ntract, execute pri rt
 l ss, with any pers n r rganizati n, we waive any
 right f rec very we may have against such pers n
 r rganizati n because f payments we make f r
 injury r amage arising ut f y ur ng ing
 perati ns r "y ur w rk" ne un er a c ntract with l
 that pers n r rganizati n an inclu e in the
 "pr ucts-c mplete perati ns hazar ".

All ther p licy terms an c n iti ns apply.

HIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY!

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provisions under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

HIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY!

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provisions under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If we make a payment under this policy and the person for whom payment is made has a right to recover damages from another, we will be entitled to that right. That person shall do everything necessary to transfer that right to us and nothing that prejudices it.

However, we waive our right to recover payments made for **bodily injury or property damage:**

- a. Covered by the policy; and
- b. Arising out of the operation of autos covered by the policy, in accordance with the terms and conditions of a written contract between you and such person or entity only if such rights have been waived by the written contract prior to the **accident or loss** which cause the **bodily injury or property damage.**

All other policy terms and conditions apply.



PO Box 948239
Maitland, FL 32794-8239
321-214-5300 • 800-346-4825
ffvamutual.com

Policy notice:

The blanket waiver, Form WC 00 03 13, is applicable as of policy inception date to the insured risk listed below:

Insurer: FFVA Mutual Insurance Co.

Insured: Helping Hand Lawn Care, LLC

Policy number: WC840-0801578-2023A

Effective date: 7/11/2023

Policy period: 7/11/2023 - 7/11/2024

Robert A. Lehnen, CPCU, CIC, CRM

A handwritten signature in black ink, appearing to read 'Robert A. Lehnen', is written over a horizontal line. The signature is stylized and cursive.

Vice President, Underwriting

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured
Insurance Company

Policy No.

Endorsement No.
Premium

Countersigned by _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/03/2024

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 Closson Insurance Agency, LLC 1201 S. Orlando Avenue Suite 200 Winter Park FL 32789		CONTACT NAME: Christine McCrary PHONE (A/C, No, Ext): (407) 898-2211 FAX (A/C, No): (407) 898-1850 E-MAIL ADDRESS: CMcCrary@ClossonInsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Evanston Insurance Co	NAIC # 35378
INSURED		INSURER B:	
Helping Hand Lawn Care, LLC PO BOX 1704 SORRENTO FL 32776		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 7.11.23 Pollution**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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Pollution Liability			CPLMOL118158	07/11/2023	07/11/2025	Per Occurrence	\$1,000,000
							Aggregate	\$1,000,000
							Transportation	\$1,000,000

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

RE:23-364-DN Landscape Services of Parking Lots

CERTIFICATE HOLDER**CANCELLATION**

Greater Orlando Aviation Authority - Purchasing CFID #23-364-DN
 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.

AWARDED PROPOSER'S CONTACT INFORMATION

(The following information shall be submitted within 10 business days after the date of the Notice of Intent to Award.

Legal Company Name: Helping Hand Lawn Care, LLC
(Must match 1099 or W9)

Purchase Order Address: Address: PO Box 1704
(Address, phone number, fax number, and email address)
City, State, Zip: Sorrento, FL. 32776
Phone No.: (407) 221-0593 Fax No.: _____
Email Address: hhlawncare@hotmail.com

Remit to Address: Address: PO Box 1704
(Must match printed invoice address. Also need phone number, and email address)
City, State, Zip: Sorrento, FL. 32776
Phone No.: (407) 221-0593 Fax No.: _____
Email Address: hhlawncare@hotmail.com

Corporate Address: Address: PO Box 1704
(Correspondence, amendments sent to this address)
City, State, Zip: Sorrento, FL. 32776

Local Contact Person: Name: E. Norman Ripper Cell No.: (407) 221-0593
(Name, address, phone number, cellphone number, and email address)
Address: PO Box 1704
City, State, Zip: Sorrento, FL 32776
Phone No.: (407) 221-0593 Fax No.: _____
Email Address: hhlawncare@hotmail.com

Corporate Contact Person: Name: E. Norman Ripper Cell No.: (407) 221-0593
(Name, address, phone number, cellphone number, fax number, and email address)
Address: PO Box 1704
City, State, Zip: Sorrento, FL. 32776
Phone No.: (407) 221-0593 Fax No.: _____
Email Address: hhlawncare@hotmail.com

Insurance Contact Person: Name: Maria Jimenez
(Name, address, phone number, fax number, and email address)
Address: Po Box 1704
City, State, Zip: Sorrento, FL 32776
Phone No.: (352) 404-4601 Fax No.: _____
Email Address: mariaj@hhlawncare.org

1. Bidder's Certification

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

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

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

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

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

Company	<i>Helping Hand Lawn Care, LLC</i>		Sworn to and subscribed before me by means of:
Bidder's Signature	<i>[Signature]</i>		<input checked="" type="checkbox"/> physical presence or <input type="checkbox"/> online notarization
Print Name and Title	<i>E. Norman Ripper President</i>		this day of <i>19 June</i> 20 <i>23</i>
Address: <i>5960 W Jones Ave</i> <i>2011wood Fl 32789</i>			by <i>Elder Ripper</i> who is
Date <i>6-16-23</i>			<input type="checkbox"/> Personally Known; or <input checked="" type="checkbox"/> Produced Identification. Type of identification produced:
Duns Number			[Check applicable box to satisfy identification requirement of FLA. Stat. §117.05]
Federal Tax Id Number <i>46-3823752</i>			(STATE OF <i>Florida</i>)
Email: <i>hhlawnca@hotmail.com</i>			Seal
			Notary Public State of Florida Maurinia S Blume My Commission HH 40881 Expires 6/4/2027
			COUNTY OF <i>Orange</i>
			Notary Signature: <i>Maurinia S. Blume</i>
			Notary Public My Commission Expires: <i>6/4/2027</i>
			Printed, typed or stamped commissioned name of Notary Public


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

2. Addendum Receipt Verification

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

Addendum No. <u>1</u>	Dated <u>20 June 2023</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Helping Hand Lawn Care, LLC
Company


Signature

E. Norman Ripper
Print Name

President
Title

3. Bidder's Questionnaire

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

1. Contact Information

Name of Company	Helping Hand Law Care LLC
Contact Individual	E. Norman Ripper
Contact Address	PO Box 1704
City, State, Zip	Sarasota FL 32776
Telephone Number	407-221-0593
Email Address	hhlawncare@hotmail.com

2. Emergency Contact

Emergency Contact Person: Reggie Pinard
Telephone Number: 407-416-3591 Cell Phone Number: _____
Email: reg.pinard@hhlawncare.org

3. Authorized Signatories

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

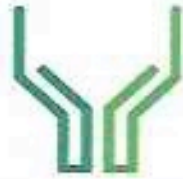
Name	Title	Indicate Principal or Authorized Authority
E. Norman Ripper	President	E. Norman Ripper

4. OPERATIONAL PLAN

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

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

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



HELPING HAND LAWN CARE

"Lending a hand for all your lawn care needs"

Operational Plan

We will have a very smooth transition if awarded this work since we have been maintaining these properties for over five years while following a similar scope of services. We already have employees in place and the only new portion we will need to deal with is on boarding our WMBE sub contractor and getting them up to speed on the Red Lot and New Employee lot. We have time to start this process even before the new contract starts. As for badging we will continue our process of sending all new hires in to begin badging process in day 2 of their employment so we have lots of people constantly ready to get their badges. We will also have to guide the new subcontractor through the badging process as well. That might be what takes the longest.

5. SCHEDULE AND TRAFFIC PLAN

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

6. TOOLS AND EQUIPMENT

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

7. EXPERIENCE

- a. Primary line of business: Landscape Maintenance
- b. Years in business: 20
- c. Years performing this type of work: 20
- d. Total number of employees: 73
- e. Provide a copy Business License N/A Lake County

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

- a. Provide the Resumes of On-Site Manager.
- b. What is the current number of company employees? 73
- c. Will Additional Staff be hired to meet contract requirements? If needed.

9. LOCAL SERVICE FACILITY

Name of local service center	<u>6100 Canal Rd</u>
Address of local service center	<u>6100 Canal Rd</u>
The local service center is located in	<u>Orlando</u>
Contact:	<u>Joswan Burgos</u>
Telephone number	<u>407-267-5576</u>
Email:	<u>joswanb@hhlawncare.org</u>



HELPING HAND LAWN CARE

"Lending a hand for all your lawn care needs"

Schedule

We will be onsite between 7:00 AM and 4:00 PM Monday thru Friday

In the offseason will be working one week on mowing, edging and trimming and the opposite week we will handle weed control. That way we have someone around on the site.

During the grow season it will take one crew (4 people) 4 days to mow all sites. We will also work on the weeding as the site is getting mowed. It will take the sub 2 days with a 4-man crew to take care of the Red Lot and the new Employee lot. Both of these crews will handle trimming during the mowing cycles by working on sections each week.

We will have a Pest control tech treating onsite once a month. This tech will be equipped with all the necessary products and equipment to treat while onsite and correct any pest issues on the spot. It will take him two days a month plus any follow up treatments needed. Between 2 and 3 times a year we will need to have the same pest tech onsite fertilizing all locations. This will take between one and two days to complete once a cycle has started.

Irrigation will be handled by our in-house irrigation team.

Daily Trash and Debris Removal will be handled by our in-house trash porters for the Employee lot, Gold Lot, Blue Lot, and South Cell Lot. We will utilize 1 porter in the Employee lot full time and 1 porter for the other areas. The Sub will handle trash in the Red Lot and New Employee lot plus any required Saturday porter work.

When mulching is necessary, we will provide one fulltime mulch crew.



HELPING HAND LAWN CARE, INC.

"Lending a hand for all your lawn care needs"

Traffic Control Plan

We follow all FDOT and OSHA guidelines when traffic control is needed. During our basic operations we use traffic cones and all team members wear safety vests all day while working. We also hold weekly and monthly safety training related to traffic control with all team members. When ever we need to close off any lanes or interfere with traffic for more than a few minutes we will present a Traffic control plan to the AAR 48 hours before so they can make sure all GOAA departments are informed.

This contract area mainly requires us to be cognizant of vehicles backing in and out of spaces so visibility is our main safety concern.

STIHL	Blower	2023
STIHL	Blower	2023
STIHL	Blower	2023
STIHL	Blower	2023
STIHL	Blower	2023
STIHL	Blower	2023
STIHL	Blower	2023
STIHL	Blower	2023
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STIHL	Blower	2023
STIHL	Blower	2023
STIHL	Blower	2023
STIHL	Blower	2023

Fert/Pest

Lesco	Ride on Spreader	2023
Lesco	Push Spreader	2020
Lesco	Back Pack Sprayer	2021
Lesco	Back Pack Sprayer	2021
Lesco	Back Pack Sprayer	2021
Lesco	Back Pack Sprayer	2021
Lesco	Back Pack Sprayer	2021
Spray rig	100 gallon spray rig	2020
Spray rig	150 gallon spray rig	2020



HELPING HAND LAWN CARE
Landscaping & Lawn Care for all your lawn care needs!

Helping Hand Lawn Care
PO Box 1704
Sorrento, FL 32776
(407) 221-0593

Project Manager
Mariano Lima

Experience:

Mariano has worked at Helping Hand Lawn Care for over four years. Before he came to work for us, he held several positions at Valley Crest Landscaping and JM Janitorial. He is proficient in Microsoft and Apple products. He has been managing our Orlando International Airport maintenance contracts. He is proficient in conflict resolution, and has two years' experience working in a hotels HR Department.

Orlando International Airport
International Drive Improvement District
Downtown Tavares Streetscape winner of (America in Bloom Champion Community Award)

Licenses/Certifications:

Lawn and Ornamental Fertilization and Pest Control card holder
Best Management Practices
John Deere Tractor Certified
STIHL two cycle certified operator
OSHA Certified
CPR



HELPING HAND LAWN CARE

Landscaping & Irrigation for all your lawn care needs!

Helping Hand Lawn Care
PO Box 1704
Sorrento, FL 32776
(407) 221-0593

Josean Torres

Work Experience

Irrigation Tech

Helping Hand Lawn Care, LLC
May 2020 to Present

Maintain and repair Hunter, Baseline, and Rainbird irrigation systems. As-Builts and new installs. Irrigation reports and parts ordering.

Irrigation Tech

Self Employed
February 2018 to March 2020

2 wire system installation and repair. Layouts. As-Builts. Turned over new installs to maintenance contractors. Hunter. Rainbird. Irrigation Maintenance. Reports and quotes. Inventory.

General Forman

Brightview Irrigation – Orlando, FL
May 2012 to June 2017

Commercial and residential irrigation

Time keeping. Inventory. New Installation. Repairs. Decoder Programming. Controller Set Up. Reading Plans. Layout. As-Builts. 2 wire systems installation

Education

High school diploma
Apopka HS

Skills

Shipping & Receiving

2 Wire Systems

Hunter

Rainbird

Wire Locate

Irrigation Installation

Creating As-Builts for Irrigation

Reading Plans

Baseline

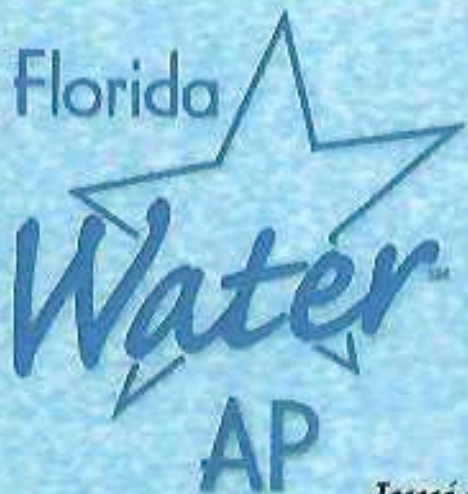
Programming clocks/Decoders

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

Ref #1. Customer/Client:	GOAA
Description of Services:	Landscape Maintenance Full Service (1,500 Acres)
Start and End Date of Contract:	Various
Contract Amount:	\$2,000,000 annually various contracts
Street Address:	1 Woff Fugate Blvd Orlando FL 32798
City, State, ZIP Code:	Orlando FL 32798
Telephone #	407-797-6818
Contact Person:	Daisily Pagan
Email:	dpagan@gcaa.org

Ref # 2. Customer/Client:	Langwood
Description of Services:	Full Service Landscape Maintenance (300 acres)
Start and End Date of Contract:	200 to 2021
Contract Amount	\$400,000.00
Street Address:	175 W Warren Ave
City, State, ZIP Code:	Langwood FL 32750
Telephone #	407-288-0207
Contact Person:	Bill Black
Email:	wblack@langwoodfl.org

Ref #3. Customer/Client:	Altamonte Springs
Description of Services:	Full Service landscape Maintenance (275 acres)
Start and End Date of Contract:	2012 to Present
Contract Amount	\$360,000.00
Street Address:	225 Newberry Port Avenue
City, State, ZIP Code:	Altamonte Springs FL 32701
Telephone #	407-571-8883
Contact Person:	Andrew Capuano
Email:	AJCapuano@Altamonte.org



This certifies that
E. Norman Ripper

*is a Florida Water StarSM Accredited
Irrigation Professional and is committed to
designing and installing water-efficient irrigation systems
for Florida Water StarSM projects.*

Signature: *Derrine B. Qi*
Florida Water StarSM Representative

Date: April 2021 - June 2024



St. Johns River
Water Management District





Certification
of Completion



This certifies that

Norman Ripper

*has completed the Florida Water StarSM
Accredited Professional Workshop
and is committed to designing and
installing water-efficient landscapes
for Florida Water StarSM projects.*

Florida Water StarSM Coordinator

April 8, 2015

Date



The Florida Nursery, Growers & Landscape Association
Confers on

Elder N. Ripper

Certificate No. H36 9239

The Title of
FNGLA Certified Horticulture Professional (FCHP)



March 31, 2025
Expiration Date

Wes Parrish
Wes Parrish, FNGLA President

Ben Bolusky
Ben Bolusky, FNGLA CEO

February 2013
Certified Since

Harold Jenkins
Harold Jenkins, FNGLA Certification Chair

Merry Mott
Merry Mott, FNGLA Certification Dir

Certificate of Completion

We herby certify that

Elder Ripper of Helping Hand Lawn Care

*has successfully completed all requirements
necessary to complete*

The Online Baseline Basic Training Pre
Requisite Course for the In Person Class

Date: March 30, 2018



Certificate of Completion

We herby certify that

Reggie Pinard of Helping Hand Lawn Care

*has successfully completed all requirements
necessary to complete*

The Online Baseline Basic Training Pre
Requisite Course for the In Person Class

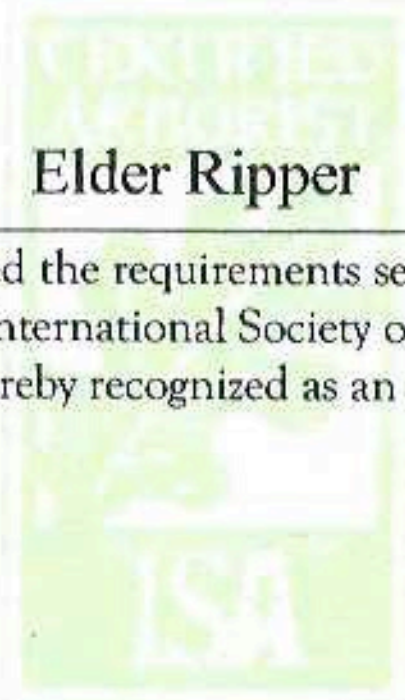
Date: April 5, 2018



INTERNATIONAL SOCIETY OF ARBORICULTURE CERTIFIED ARBORIST™

Elder Ripper

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®



Handwritten signature of Jim Skiera in black ink.

Jim Skiera, Executive Director
International Society of Arboriculture

Handwritten signature of Kevin Martlage in black ink.

Kevin Martlage
Director of Professional Development
International Society of Arboriculture

FL-9302A

Certification Number

31 Aug 2017

Certified Since

31 Dec 2023

Expiration Date

Detail Information

Close

Print

Name:

License:

HELPING HAND LAWN CARE

JB192185

Original Issue Date:

Issue Date:

Expiration Date:

Status

2/23/2012

10/19/2022

11/30/2023

Normal

License Categories:

Pest Control Company

Address

1733 BENBOW CT

APOPKA, FL 32703

Phone

407-221-0593

Company Employees

Please click a name to view the details.

Name

License Num

[BASTIDA, MIGUEL](#)

JE332464

[BURGOS, JOXUAN](#)

JE332470

[CHRISTIANO, DOUGLAS](#)

JE332469

[COYOY, MARIA](#)

JE332461

[FUENTES, HEYDI YORLENI](#)

JE317073

[HICKS, J. TERRIS](#)

JE317071

HILERO,JOSE	JE291305
HOUGHTALING,NICHOLAS	JE332459
JIMENEZ,MARIA	JE317072
LIMA,MARIANO	JE332465
PEREZ,VICTORINO	JE332462
PEREZ,ZAQUEO	JE332463
PINARD,REGINALD	JE152113
PINARD,REGINALD	JF185786
PINARD,REGINALD	LP216102
PRADO,PRISCILLA	JE332460
RIPPER,ELDER	JE164130
RIVERA,KIARA	JE332466
TANNER,J'OUAVIOUS	JE332468
VAZQUEZ,PETER	JE332467
VELASQUEZ,DANIEL	JE268106

Employee Count 21

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
March 2, 2023	LF336415	March 2, 2027

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: **March 2, 2027**

NORMAN RIPPER
2409 LINKWOOD
CLERMONT, FL 34711



WILTON SIMPSON, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

NORMAN RIPPER
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF336415

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING **March 2, 2027**



WILTON SIMPSON
COMMISSIONER

Signature

Wallet Card
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

4. Conflict of Interest Disclosure Form


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

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

Comments:

Acknowledged by:

Firm Name: Helping Hand Lawn Care LLC

Signature of Authorized Representative: 

Name and Title (Print or Type): E. Norman Ripper President

Date: 6-16-23

5. Certification Regarding Prohibition Against Contracting with Scrutinized Companies

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

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

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

Name of Respondent: Helping Hand Lawn Care, LLC

By: [Signature]
(Authorized Signature)

Title: President

Date: 6-16-23

6. E-Verification Certification Form

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

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

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

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

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

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

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

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

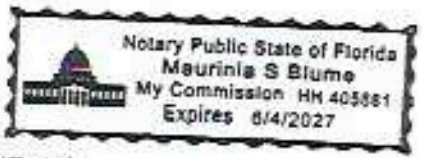
Company Name: Helping Hand Lawn Care, LLC

Authorized Name: E. Norman Ripper Title: President

Signature: [Handwritten Signature] Date 6-19-23

State of Florida

County of Orange



This instrument was acknowledged before me on 6-19-23 (Date)

Notary Public Signature Maurinia S. Blume

LETTER OF INTENT/AFFIRMATION

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

Bidder: Name Helping Hand Lawn Care LLC
Address PO Box 1704
City Sorrento State FL Zip 32776

MWBE Firm: Name Sunshine Landscapes, LLC
Address 4217 Abacoe Dr
City Tavares State FL Zip 32778

MWBE Contact: Name: Monica Pinard Phone (301) 262-2820
Email: Sunshinelandscapesllc@gmail.com

MWBE Certification Agency: _____ Expiration Date 5/8/25
Each MWBE Firm shall submit evidence (such as photocopy) of their certification status

Scope of Work	Quantity	Rates	Total
<u>See attached</u>			

Year 1: \$ 184,104.00 Year 2: \$ 184,104.00
Year 3: \$ 184,104.00 Year 4: \$ 184,104.00
Year 5: \$ 184,104.00
Total Term Value: \$ 920,520.00 Percent of Total Bid: 25 %

AFFIRMATION:

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

By: Monica Pinard President 6/16/23
(MWBE Owner's Signature) (Title) (Date)

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

By: [Signature] President 6-16-23
(Bidder's Authorized Signature) (Title) (Date)

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

Year	Scope of work	Quantity	Rates	Total
1	Mowing South Park Place	42	600	25200
1	Edging & Trim South Park Place	42	240	10080
1	Weed South Park Place	42	240	10080
1	Hedges South Park Place	12	600	7200
1	Trash & Debris South Park Place	261	144	37584
1	Trash & Debris Additional Days	261	288	75168
1	Trash & Debris Soth Cell Lot	261	72	18792
2	Mowing South Park Place	42	600	25200
2	Edging & Trim South Park Place	42	240	10080
2	Weed South Park Place	42	240	10080
2	Hedges South Park Place	12	600	7200
2	Trash & Debris South Park Place	261	144	37584
2	Trash & Debris Additional Days	261	288	75168
2	Trash & Debris Soth Cell Lot	261	72	18792
3	Mowing South Park Place	42	600	25200
3	Edging & Trim South Park Place	42	240	10080
3	Weed South Park Place	42	240	10080
3	Hedges South Park Place	12	600	7200
3	Trash & Debris South Park Place	261	144	37584
3	Trash & Debris Additional Days	261	288	75168
3	Trash & Debris Soth Cell Lot	261	72	18792
4	Mowing South Park Place	42	600	25200
4	Edging & Trim South Park Place	42	240	10080
4	Weed South Park Place	42	240	10080
4	Hedges South Park Place	12	600	7200
4	Trash & Debris South Park Place	261	144	37584
4	Trash & Debris Additional Days	261	288	75168
4	Trash & Debris Soth Cell Lot	261	72	18792
5	Mowing South Park Place	42	600	25200
5	Edging & Trim South Park Place	42	240	10080
5	Weed South Park Place	42	240	10080
5	Hedges South Park Place	12	600	7200
5	Trash & Debris South Park Place	261	144	37584
5	Trash & Debris Additional Days	261	288	75168
5	Trash & Debris Soth Cell Lot	261	72	18792
			Total:	920520

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Helping Hand Lawn Care, LLC</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see Instructions) ▶ _____</p> <p>5 Address (number, street, and apt. or suite no.) See instructions. PO Box 1704</p> <p>6 City, state, and ZIP code Sorrento FL 32776</p> <p>7 List account number(s) here (optional)</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Apply to accounts maintained outside the U.S.)</small></p> <p>Requester's name and address (optional)</p>
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Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
[] [] [] - [] [] [] - [] [] []	
or	
Employer identification number	
4 6 - 3 8 2 3 7 5 2	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 6-19-23
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

1.0 **GENERAL INFORMATION**

Revised Per Addendum 1

1.1 **Intent/Purpose**

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

1.2 **Contract Period**

The Contract period will be for up to twenty-four **months** with the **Contract Services** to commence on or about **May 1, 2024.**

1.3 **Price Escalation/De-Escalation (CPI)**

- a. The original contract prices shall be firm for the five (5) year contract period. A price escalation/de-escalation **may be** considered after **the 3rd** year, and once a year thereafter, provided the Contractor notifies the Aviation Authority, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract's anniversary date.
- b. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.
- c. Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

$$\text{Current Index} - \text{Base Index} / \text{Base Index} = \% \text{ of Change}$$
$$\% \text{ of Change} \times 100 = \text{Percentage Change}$$

CPI-U Calculation Example:

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

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

1.4 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.

1.5 Code of Ethics and Business Conduct Policy

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

2.0 SPECIAL CONDITIONS

Revised Per Addendum 1

2.1 Surety Bonds/Letters of Credit/Liability Insurance

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

2.2 Insurance Requirements

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

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

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

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

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

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

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

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

1) Self-Insured Retention and Deductibles*.

Contractor's insurance policies shall not be subject to a self-insured retention or deductible exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention or deductible exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the Aviation Authority's Chief Executive Officer. The above deductible limits may be exceeded if the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Contractor pay the deductible prior to its insurer's payment of the claim.

2) Insurance policies shall be primary insurance and not contributory to any other valid insurance the Aviation Authority may possess, and that any other insurance the Aviation Authority does possess shall be considered excess insurance only.

3) Insurance shall be carried with an insurance company or companies be currently authorized to conduct insurance business in the State of Florida, and must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating and said policies shall be in a form acceptable to the Aviation Authority.

4) Any liability insurance maintained by Contractor written on a claims-made form basis will maintain coverage for a period of time determined by the Aviation Authority to be appropriate to cover claims made after the Contractor has concluded its services to the Aviation Authority.

5) All insurance required for this Contract shall contain a waiver of subrogation clause, as allowed by law, in favor of the Aviation Authority and the City of Orlando.

6) A properly completed and executed Certificate of Insurance on a form provided or approved by the Aviation Authority (such as a current ACORD form) evidencing the insurance coverages required by this Section shall be furnished to the Aviation Authority upon the Notice of Intent to Award of the Contract and each renewal thereafter during the term of this Contract and its renewal/extension. Contractor

acknowledges that any acceptance of Certificate of Insurance by Aviation Authority does not waive any obligations herein this Contract.

- 7) The Aviation Authority is currently contracted with a third party for the management of all insurance certificates related to Aviation Authority Contracts. Contractors who enter into a Contract with the Aviation Authority will be contacted directly by the third party vendor for insurance certificates and related matters such as expired certificates. An introductory letter will be sent instructing each Contractor of the proper procedures for processing updated insurance certificates as well as any other insurance related matter that may arise over the term of the Contract. Contractors will respond as directed in the introductory letter as well as any further instructions they may receive.
- 8) The Contractor shall provide the Aviation Authority immediate written notice of any adverse material change to the Contractor's required insurance coverage. For purposes of this Insurance Section 2.5, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, or any increase in the Contractor's self-insured retention and any non-renewal or cancellation of required insurance.
- 9) If any insurance coverage is canceled or reduced, Contractor shall, within forty-eight (48) hours remit to the Aviation Authority a Certificate of Insurance showing that the required insurance has been reinstated or replaced by another insurance company or companies acceptable to the Aviation Authority. If Contractor fails to obtain or have such insurance reinstated, Aviation Authority may, if it so elects, and without waiving any other remedy it may have against Contractor, immediately terminate this Contract upon written notice to Contractor.
- 10) The Aviation Authority's Chief Executive Officer shall have the right to alter the monetary limits or coverages herein specified from time to time during the term of this Contract, and Contractor shall comply with all reasonable requests of the Chief Executive Officer with respect thereto.

2.3 Verification of Employment Status

- a. Prior to the employment of any person under this Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term, For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/portal/site/uscis>.
- b. **Only those employees determined eligible to work within the United States shall be employed under this Contract.**

- c. By submission of a Bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this Contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

2.4 Identification and Access Requirements

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

Threat Assessment before an identification badge is issued. In addition to this records check, the employee will be required to attend security training class (approximately 1 hour), and in the case of operating a vehicle on the Airport Operating Area (AOA) the employee will also be required to attend a driving safety class (approximately 1 hour); both training classes are provided by the Aviation Authority. The Contractor shall maintain, and shall require its Subcontractors to maintain, a permanent record in its files of the background information, including drug screening tests, on all current and former employees who are utilized in the performance of this Contract and, when requested, shall provide such information to the Aviation Authority, TSA, or such other entity as deemed appropriate by the Aviation Authority. The Contractor further agrees to perform, or require its Subcontractors to perform, such additional employee background checks, fingerprinting, or other identification measures as may be required by any future security rules or applicable federal regulations.

g. Fees Associated with Identification Badges and Keys

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

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

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

- i. The Contractor must co-sign with the Subcontractor all badge applications for any employee of a temporary employment agency engaged as a Subcontractor to provide personnel to the Contractor on this Contract. All employees provided by temporary employment agencies for this Contract shall be Contractor Responsible Employees. Before submitting a badge application for an employee provided on this Contract by a temporary employment agency, the Contractor or the temporary employment agency must submit to the Aviation Authority's Authorized Representative (AAR) for prior approval of such employee, a Contract between the temporary employment agency and such employee reflecting an intended assignment of such employee to the Contract for the remaining duration of the Contract or the duration of the Contractor's need for such position.

2.5 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.

2.6 Minority and Women Business Enterprise ("MWBE") Participation Program

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

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

constitute a breach by the Bidder of this Contract and may result in termination of the Contract by the Aviation Authority or such other remedy as the Aviation Authority deems appropriate. Additionally, Contractor is reminded two or more failures to satisfy the requirements set forth herein or the commitments made by Bidder may result in debarment under the Aviation Authority's Debarment of Contractors Policy 130.04.

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

2.7 Local Developing Business ("LDB") Participation Program

Not Applicable.

2.8 Good Faith Effort for MWBE Participation Program

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

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

2.9 Performance/Invoicing

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

satisfaction within the time frame set forth in the Aviation Authority's notice, the Aviation Authority in addition to all other rights provided under this Contract or by law or equity, may either remedy such unsatisfactory services itself or through a third party and the cost of providing the remedial services shall be deducted from the Contractor's invoice.

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

3.0 SCOPE OF WORK/SPECIFICATIONS

3.1 Overview

- a. This Contract will be to furnish all labor, supervision, equipment, tools, materials and supplies, licenses, permits, chemicals, and all other items necessary or proper for, or incidental to, performing landscape and irrigation maintenance services for the following Parking Lots and Employee Lots:
- 1) West Park Place
 - 2) North Park Place
 - 3) South Park Place
 - 4) North Employee Parking Lot
 - 5) South Employee Parking Lot
 - 6) South Cell Lot
- b. The Contractor by executing this Contract acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The Aviation Authority will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as its stated commitment to fulfill all the conditions referred to in this Contract.

3.2 Completion of Work

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

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

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

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

3.3 Inspections and Approval

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

3.4 Work Hours

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

3.5 Contractor's Performance Requirements

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

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

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

3.6 Safety and Protection

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

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

3.7 Traffic Control Plan

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

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

3.8 Regulations

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

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

3.9 Mowing

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

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

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

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

3.10 **Edging and Trimming**

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

3.11 **Weeding**

- a. Weed control shall be performed in conjunction with the scheduled mowing cycles. Additional cycles for weed control may be requested by the AAR.
- b. Weeding shall consist of removal of weeds, undesirable grasses, or any extraneous plants. Weed control will be by hand **and/or** by spraying as required and as specified by the AAR. Weed control by hand and/or spraying shall be continuous through the Contract term.
- c. *Any spraying shall have a color distinction to allow for verification of services performed. Color to be approved by the AAR in advance and shall be consistent throughout the term of the contract.*
- d. Landscape plant beds shall be weeded by hand as required.

- e. Contractor shall remove all vegetation at cracks, joints, gutters, and inlets, in retaining walls, roadway medians and in concrete and asphalt pavement surfaces within the project area as required each cycle.
- f. Contractor may use herbicides required for and recommended for the control of the type of weeds encountered in lawns, landscape beds, roadways and paved areas, and drainage ditches and inlets. The manufacturer's written instructions shall be strictly adhered to for application rates, etc. Contractor shall control weeds in all turf areas as necessary and in compliance with all applicable laws and proper horticultural practices.
- g. Before any herbicides are used on the project site, Contractor shall notify the AAR the types to be used, application rates, application schedule and particulars with reference to chemical composition.
- h. Contractor shall inspect lawns, beds, and other landscape surface areas and repair all depressions, wash-outs, or other defects within the surfaces and systems of these areas.
- i. Landscape plant beds shall be weeded by hand as required each weeding cycle. All weeds and refuse shall be removed from the site the same day. Weed control by hand or spraying shall be continuous through the Contract term.
- j. Contractor is responsible for keeping drainage ditches and inlets within the landscape contract area free of nuisance weed species and other debris to assure proper drainage and to keep the landscape aesthetically pleasing. Contractor may remove nuisance species manually.

3.12 Pruning Shrubs, Groundcover and Ornamental Grasses

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

3.13 Fertilization

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

fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining.

- j. The fertilizer for all trees, palms, shrubs and groundcover shall be a commercial grade with 50% of available nitrogen in slow release form with an organic based carrier and a complete minor elements package as determined by soil tests.
- k. Trees shall be fertilized in spring, and early fall, in the following amounts:

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

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

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

3.14 Disease And Insect Control Revised Per Addendum 1

- a. Contractor shall be responsible to safeguard all users, pedestrians, automobiles, and restricted areas, which may be affected by disease and insect infestation. All necessary barriers shall be Contractor's responsibility (i.e. acquisition, erection and removal).
- b. Application signage shall be removed within seven (7) days of application.
- c. ***The primary spray technician shall be a limited certification holder from the State of Florida Department of Agriculture and Consumer Services, with a minimum of three (3) years spray experience on a project of similar scope and size, and shall be pre-approved by the AAR.***

- d. ***In addition the Landscape Company must have a Pest Control License and Certificate for Lawn and Ornamental from the State of Florida Department of Agriculture and Consumer Services.***
- e. Contractor shall notify the AAR in written e-mail prior to any chemical spraying. The written e-mail shall include, date, time, location, and type of spraying operation to be performed. Contractor shall use and identify a non-toxic dye color to identify the application.
- f. **Revised per Addendum 1**
Upon identification and confirmation of a disease or insect problem requiring treatment, the proper pesticide or pesticides shall be applied as needed on a spot treatment basis, using the least toxic effective pesticide to control the infection or infestation on a monthly basis (twelve times per year). **In addition, the Contractor shall provide the AAR a monthly report of findings and application applied.**
- g. At any time during the term of the Contract the AAR feels the Contractor does not have a disease or insect problem under control, the AAR can require the Contractor to solicit expert's advice from a horticultural consultant at the Contractor's expense.
- h. Contractor shall maintain a preventative program for all palms and including treatment for palm weevils at a minimum of two times per year, ~~excluding Sabal Palms.~~
- i. Damage to plant material due to improper spray application or lack of pest control shall result in replacement of that material at Contractor's expense.

3.15 Irrigation

- a. The Contractor shall have 45 calendar days from date of Contract, on or about **May 1, 2024** to provide an inventory assessment of the irrigation system. Upon completion of the inventory assessment Contractor shall provide a full inventory of all irrigation parts on the system(s) and repair/maintenance plan of all items found during the assessment that are not functioning properly on the Aviation Authority's irrigation system and submit it to the AAR. The Aviation Authority shall have the option to reimburse the Contractor for the repairs or will allow a Third Party to make repairs.
- b. Beginning on day 46 of the Contract, Contractor shall be responsible for all irrigation parts and irrigation maintenance of all main lines 8" diameter and below that were not identified during the inventory assessment.
- c. During the Contract term, including any extension, the Contractor shall be responsible for monitoring of and maintenance to the Aviation Authority's irrigation system to assure that all areas are watered in accordance with good horticultural practices. Prudent judgment shall be used when watering to prevent spray water from hitting vehicular and pedestrian traffic.

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

- 6) Controllers shall be maintained in a manner to ensure safety, easy access, and shall be kept clear at a minimum of 18" around the pedestal. Lids to controller and pin connectors for Remote Bird shall remain closed and locked when unattended. Controllers shall remain in control of system with correct times maintained unless approved by the AAR. Any labels on controller shall remain legible. Pest control of the control boxes shall be performed by means of placement of mothballs in each controller, unless otherwise approved by the AAR.
 - 7) Contractor shall be responsible for providing any supplemental watering of newly planted or existing landscape material.
 - 8) The Contractor shall selectively hand water all areas necessary, or as instructed by the Aviation Authority, in order to maintain vigorous, healthy plant life.
 - 9) Contractor shall repair all zone irrigation lines with Uniweld Turf Tite 2400 blue professional grade PVC plastic pipe cement or equivalent to be approved by the AAR. Prior to applying glue, Contractor shall repair pipe using Uniweld 8700 purple primer or equivalent to be approved by the AAR.
- h. If the irrigation system is damaged as the result of Contractor's maintenance activities or failure to provide proper maintenance, the Contractor shall be responsible for all parts (to included fuses), materials and labor to promptly perform repair to Aviation Authority's satisfaction. The Contractor shall be responsible for maintaining proper elevation on all irrigation system components so as to prevent damage by maintenance activities and/or vehicles.
- i. At the discretion of the Aviation Authority, irrigation may be suspended temporarily during high winds, freezing or any adverse conditions caused by such sprinkling. Should changes to the irrigation system computer program be desired, the Contractor shall submit a written request for these changes to the Aviation Authority for review, approval and implementation. Programming changes to the irrigation system computer shall be the responsibility of the Aviation Authority. The Aviation Authority intends to repair any problems with the irrigation system computer programming within 48 hours.

3.16 Products

a. Mulch Pine Bark

- 1) All plant beds and tree rings shall have a 3" layer of top grade pine bark shall be maintained by Contractor. Pine bark shall be replaced by Contractor to proper depth two (2) times per year or when found necessary by the AAR. Pine bark will be placed and completed within forty-five (45) days of the specific order.

- 2) Samples will be provided to Aviation Authority for approval prior to placement. All pine used by the Contractor shall be weed, seed and pest free, including free of fire ants.
- 3) Any damage caused to landscape areas during the installation of pine bark, soils or sand shall be repaired by the Contractor at Contractor's cost.

b. Replacement of Plant Material

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

c. Annuals

- a. Contractor shall be responsible for furnishing, installing, and maintaining four-inch (4") pot size annuals as specified and/or directed by the AAR.
- b. The annual beds provided by the Contractor shall have a minimum of 3" top layer of existing soil removed from each bed once per year or as directed by the AAR. The Contractor shall top dress the annual beds with a 4 inch layer of new planting soil.
- c. If annual plantings fail due to lack of or improper maintenance, the Contractor shall be responsible for replacing such plants/materials at Contractor's expense. Contractor shall be responsible for adding and/or mixing soil to annual beds between plantings due to natural attrition. The Contractor shall ensure proper drainage in all areas are maintained in order to prevent plant failure.

3.17 Trash and Debris Removal

- a. Contractor shall have a **dedicated landscape technician (s)** who shall perform complete and continuous policing and litter pick-up including debris along the water's edge during each mowing cycle and daily during the Standard Work Hours Schedule for the landscape areas and parking areas covered under this Contract.
- b. ***On an as needed basis the Aviation Authority, may request an additional trash day for Saturday's only per parking lot.***
- c. If it is found that excessive trash and debris in landscape areas is the result of another facility or property, the AAR shall be notified to ensure the responsible party is informed.
- d. All debris such as, but not limited to, papers, bottles, cans, sticks, palm fronds, leaves, grass clippings and cigarette butts, shall be removed from all areas before each mowing, and whenever deemed necessary by the Contractor or the AAR to maintain neat, clean appearance. Contractor will remove all dead trees, palms, broken limbs or branches immediately upon notification by the AAR or upon routine inspection of grounds.
- e. Collected debris from mowing shall be disposed of each day in a Contractor provided container. All weeds and refuse shall be removed from the site the same day. All cuttings shall be removed from the job site at time of pruning and disposed of each day in Contractor provided container.
- f. At the completion of daily work, the Contractor shall remove all waste materials, and debris from and about the premises as well as all tools, equipment, and surplus materials, and leave the site clean and ready for occupancy by the Aviation Authority.

- g. The Contractor shall dispose of all debris offsite and according to applicable laws and regulations. No unauthorized dumping on site will be allowed.

3.18 Lighting

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

3.19 Contractor's Tools and Equipment

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

3.20 Contractor's On-Site Communications

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

3.21 Contractor's Personnel

a. **The Contractor's Manager and Landscape Crew engaged for this Contract shall be full-time, regular personnel for this Contract.**

b. On-Site Manager

- 1) The On-Site Manager shall be assigned to this Contract by the Contractor to fulfill its obligations. The Contractor further agrees that the On-Site Manager assigned to the Contract shall remain available as long as the individual is employed by the Contractor until the term is completed.
- 2) The On-Site Manager for this Contract shall be a full-time employee of Contractor based at the terminal complex and shall devote his/her time exclusively to managing Contractor's operations related to this Contract at the Orlando International Airport.
- 3) The On-Site Manager shall possess an Associate's Degree in Horticulture Science related field, or equivalent education and training, and must have five (5) years' experience in supervisory capacity involving projects, which demonstrate the experience and skill necessary to manage the work to be performed under the Contract.
- 4) The On-site Manager shall be responsible for assuring the Aviation Authority that the work being performed by the Contractor is in accordance with the Contract.
- 5) **The On-site Manager shall represent the Contractor in the performance on the Contractor's obligations under the Contract, and all instruction and notices given by the Aviation Authority to the On-site Manager shall be as binding as if given to the Contractor, and all statements made by such On-site Supervisor/Manager and/or designee shall be as binding as if made by the Contractor.**
- 6) The Contractor's On-site Manager shall be available to the Aviation Authority at any time in the event of an emergency condition is declared by the Authority's Chief Executive Officer, Director of Maintenance, or their designees. The On-site Manager and any replacement shall be subject to the Aviation Authority's prior written approval.

c. Landscape Crews

- 1) The Contractor will assign only qualified, trained, competent, and reliable personnel to perform the services.
- 2) The use of “short term temporary” or casual “day labor” will not be permitted.

d. Lead Irrigation Technicians

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

e. Certified Pesticide Operator

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

3.22 Items Provided by the Aviation Authority:

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

3.23 Parking

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

3.24 Use of Premises

During the progress of the work specified herein, the Contractor shall keep the premises free from accumulation of waste materials and other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials and debris from and about the premises, as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the Aviation Authority.

3.25 Additional Work

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

3.26 Exhibits

Exhibits are attached hereto and incorporated herewith.

Exhibit "1"– Maps 1 thru 6

Exhibit "2"– GOAA Irrigation Spec #02810

Exhibit "3"– *Plant Tree Inventory*

4.0 AVIATION AUTHORITY STANDARD TERMS AND CONDITIONS

4.1 Awards

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

4.2 Additional Terms & Conditions

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

4.3 Purchasing Contracts With Other Governmental Entities

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

4.4 Lobbying Statement

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

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

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

4.5 Whistle Blower Reporting Line

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

4.6 EEO Statement

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

4.7 Federal Fair Labor Standards Act

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

4.8 Occupational Safety And Health Act of 1970

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

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

4.9 Discounts

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

4.10 Pricing

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

4.11 Incurred Cost

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

4.12 Taxes

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

4.13 Errors

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

4.14 Silence of Specifications

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

4.15 Assignment

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

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

4.16 Indemnification

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

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

4.17 Patents and Royalties

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

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

4.18 Software License to Contractor

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

4.19 Warranty Against Infringement of Intellectual Property

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

4.20 Optional Ownership of Work Product

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

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

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

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

4.22 Training

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

4.23 Acceptance

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

4.24 Safety Warranty

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

4.25 Warranty

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

4.26 Conflict of Interest

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

4.27 Drug-Free Workplace

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

4.28 Discriminatory Vendor List

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

4.29 Public Entity Crimes

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

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

4.30 Scrutinized Companies

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

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

4.31 Licenses and Certifications

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

4.32 Subcontractors

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

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

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

4.33 Verbal Instructions

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

4.34 Litigation Venue

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

4.35 Addition, Deletion, or Modification of Services

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

4.36 Operation During Dispute

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

4.37 Funding

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

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

4.38 Contract Termination

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

a. Termination for Cause

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

b. Termination for Convenience of Aviation Authority

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

c. Termination for Convenience of Contractor

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

4.39 Contractor Responsibilities

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

4.40 Supervision of Contract Performance

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

4.41 Monitoring of Work

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

4.42 Prompt Payment

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

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

4.43 Right To Audit Records

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

4.44 Copying Documents

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

4.45 Florida Public Records Law

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

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

4.46 Federal Compliance Provisions

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

a. **Equal Employment Opportunity**

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

b. **Davis–Bacon Act**

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

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

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

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

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

e. **Debarment and Suspension**

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

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

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

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

g. **Energy Policy and Conservation Act**

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

h. **Federal System for Award Management**

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

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

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

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

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

j. **Procurement of Recovered Materials**

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

4.47 Federal Emergency Management Agency (FEMA) Contract Requirements

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

4.48 Additional FEMA Requirements.

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

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

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

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

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

c. No Obligation by Federal Government.

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

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

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