



GOAA Date: 05/17/2023  
Item #: 8-K  
Documentary No. 101696

# GREATER ORLANDO AVIATION AUTHORITY

**Purchasing Contract 23-379-IFB**

**Five Year Term**

**Interior Plant Maintenance Services**

**Contract Term:**

**July 1, 2023 through June 30, 2028**

**Contractor:**

**Greenery Productions, Inc**

**Department:**

**Facilities**

**SPA:**

**Janice K. Hughes, CPPB**

Senior Purchasing Agent

407)-825-6425

**[Janice.Hughes@goaa.org](mailto:Janice.Hughes@goaa.org)**

## **Purchasing Contract 23-379-IFB Interior Plant Maintenance Services**

This Agreement/Contract is made and entered into effective as of the 1st day of July 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called Aviation Authority, and **GREENERY PRODUCTIONS, INC.**, hereinafter called Contractor.

**WITNESSETH**, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to furnish all labor, supervision, equipment, tools, materials and supplies, licenses, permits, chemicals, and all other items necessary or proper for, or incidental to, performing *interior plant maintenance services within the Orlando International Airport terminals* in accordance with these Specifications. 23-379-IFB Interior Plant Maintenance Services at the Orlando International Airport, in accordance with the Contract Documents which consist of the Contract, Bid Price Form, Attachment B, the General Information, the Special Conditions, the Specifications, the Terms and Conditions, the Federal Provisions, any Addenda issued prior to the execution of the Contract, and the Invitation for Bids, each of which are incorporated herein by this reference.

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

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

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

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

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



Jun 22 2023 1:07 PM

DocuSign

Official Seal

**"AVIATION AUTHORITY"**

**GREATER ORLANDO AVIATION AUTHORITY**

Kevin Thibault  
Chief Executive Officer  
Jun 22 2023 12:52 PM

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Anna Farmer  
Assistant Secretary  
Jun 22 2023 1:06 PM

DocuSign

Secretary

**"CONTRACTOR"**

**GREENERY PRODUCTIONS, INCORPORATED**

(Name of Contractor)

WITNESSED BY:

Board Services Coordinator  
Jun 22 2023 1:34 PM

\_\_\_\_\_

(Seal)

DocuSign

By: \_\_\_\_\_

(Signature of Owner or General Partner)

Its: General Manager

(Title)

David M Grier

Name of Owner or General Partner Printed  
or Typed

Date: 5-24-23

Approved as to Form and Legality  
this 14 day of June, 2023  
Nelson Mullins Riley & Scarborough, LLP  
By: Joel Macher  
Greater Orlando Aviation Authority




## GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport  
5850-B Cargo Road  
Orlando, Florida 32827-4399

### MEMORANDUM

To: Members of the Procurement Committee

From: George I. Morning, Vice President, Small Business Development Department 

Date: April 3, 2023

Re: 23-379-IFB Interior Plant Maintenance Services – Small Business Participation Review

The Small Business Development Department (SBDD) has reviewed the bid submitted for the above referenced Purchasing Bid 23-379-IFB Interior Plant Maintenance Services. The Authority set a participation goal of 15% MWBE.

One bid was received from Greenery Productions, a certified MWBE. Greenery Production proposed to meet the MWBE requirement with Villapower Global Services. Villapower is not certified by any of the certification entities GOAA recognizes.

This procurement was bid three times to achieve small business participation:

<u>Contract No.</u>	<u>Bid Advertisement</u>	<u>Bids Due</u>
1. 02-23	4/24/2022	5/31/2022
2. 23-108-IFB	8/21/2022	9/20/2022
3. 23-379-IFB	2/26/2023	3/28/2023

SBDD has conducted and participated in various outreach events (listed below) to recruit and encourage MWBE participation.

1. How to do Business with GOAA annual event on December 16, 2022, the Purchasing Department conducted a session to encourage and discuss small business opportunities for Interior Plant Maintenance.
2. Participated in Kissimmee Chamber of Commerce Lead Group event on February 21, 2023 for plant maintenance.
3. Participated in FDOT DBE Supportive Services Programs on February 22, 2023.



4. Small Business Outreach Event at Orlando Executive Airport on February 24, 2023 for plant maintenance and janitorial services.

In addition to these events, SBDD contacted a number of vendors via blast and targeted emails:

1. February 8, 2023 SBDD sent emails to 37 local Chambers of Commerce notifying them of the plant maintenance procurement and seeking participation by their members.
2. February 15, 2023 SBDD sent emails to 42 uncertified local businesses that perform interior plant maintenance and 27 uncertified Horticultural Licensees requesting their participation on this procurement.
3. February 15, 2023 SBDD received a response from Tampa International Airport stating they did not require participation on this procurement due to the limited availability of qualified and certified small businesses.
4. On February 16, 2023 SBDD sent an email blast to 566 certified janitorial and landscaping companies in our database that may be qualified and certified to perform these services.

Due to lack of qualified and certified small businesses to participate in this procurement, the Small Business Development Department recommends waiving the small business participation requirement for this procurement and proceeding with an award to Greenery Productions.

## Year 1 Attachment B Detail Contract Pricing

Plant Maintenance - Per Section 3.8						
6" Pot Size	weekly	52	\$0.43	10	\$223.60	
8" Pot Size	weekly	52	\$1.73	340	\$30,586.40	
10" Pot Size	weekly	52	\$5.18	400	\$107,744.00	
14" Pot Size	weekly	52	\$12.10	450	\$283,140.00	
17" Pot Size	weekly	52	\$25.92	10	\$13,478.40	
Tree/Palm Maintenance - Per Section 3.9						
14" Pot Size	cycle	26	\$12.10	50	\$15,730.00	
17" Pot Size	cycle	26	\$25.92	35	\$23,587.20	
21" Pot Size	cycle	26	\$34.56	20	\$17,971.20	
24" Pot Size	cycle	26	\$43.20	5	\$5,616.00	
28" Pot Size	cycle	26	\$51.84	15	\$20,217.60	
45 Gal	cycle	26	\$77.76	5	\$ 10,108.80	
100 Gal	cycle	26	\$172.80	7	\$31,449.60	
Pest & Disease Control - Per Section 3.10						
Pest & Disease Control	monthly	12			\$0	
Materials/Products - Per Section 3.11						
Bromeliad 6in	Each		\$26.50	3500	\$92,750.00	
Poinsetta 8in	Each		\$35.00	900	\$ 31,500.00	
Flowering Annuals	Each		\$12.00	1000	\$12,000.00	
Top Soil Bag Size 3 cubic feet	Bag		\$20.00	100	\$2,000.00	
Moss Spani) Size 90 cubic in	Bag		\$80.00	100	\$8,000.00	
Pebbles Bag Size 3 cubic feet	Bag		\$1,050.00	250	\$262,500.00	
Plant Replacement - Per Section 3.12						
6" Pot Size	Each		\$65.00	10	\$650.00	
8" Pot Size	Each		\$80.00	10	\$800.00	
10" Pot Size	Each		\$120.00	10	\$1,200.00	
14" Pot Size	Each		\$225.00	20	\$4,500.00	
17" Pot Size	Each		\$525.00	10	\$5,250.00	
Palms/Trees Replacement - Per Section 3.12						
17" Pot Size	Each		\$525.00	5	\$2,625.00	
21" Pot Size	Each		\$685.00	5	\$3,425.00	
24" Pot Size	Each		\$965.00	5	\$4,825.00	
28" Pot Size	Each		\$1,350.00	5	\$6,750.00	
45 Gal	Each		\$3,130.00	2	\$6,260.00	
100 Gal	Each		\$3,130.00	2	\$6,260.00	

**Annual Walkthrough, Inspection & Plant Replacement Report**

Plant Replacement Per Year if requested	Each	1	\$50,000.00		
Plant Installation/Replacement Terminal C	Each	1	\$100,000.00		
Additional Services - Per Section 3.22					
Planter Removal	Hourly		\$65.00	10	\$650.00
Horticultural Consultant	Hourly		\$65.00	20	\$1,300.00
Water Drainage of Planters	Hourly		\$65.00	10	\$650.00
Labor	Hourly		\$65.00	80	\$5,200.00
Special Occasion Set-Up – Rentals	Hourly		\$65.00	72	\$4,680.00
Sub Total for Year					\$1,173,627.80

## Year 2 Attachment B Detail Contract Pricing

### Plant Maintenance - Per Section 3.8

6" Pot Size	weekly	52	\$0.43	10	\$223.60
8" Pot Size	weekly	52	\$1.73	340	\$30,586.40
10" Pot Size	weekly	52	\$5.18	400	\$107,744.00
14" Pot Size	weekly	52	\$12.10	450	\$283,140.00
17" Pot Size	weekly	52	\$25.92	10	\$13,478.40

### Tree/Palm Maintenance - Per Section 3.9

14" Pot Size	cycle	26	\$12.10	50	\$15,730.00
17" Pot Size	cycle	26	\$25.92	35	\$23,587.20
21" Pot Size	cycle	26	\$34.56	20	\$17,971.20
24" Pot Size	cycle	26	\$43.20	5	\$5,616.00
28" Pot Size	cycle	26	\$51.84	15	\$20,217.60
45 Gal	cycle	26	\$77.76	5	\$ 10,108.80
100 Gal	cycle	26	\$172.80	7	\$31,449.60

### Pest & Disease Control - Per Section 3.10

Pest & Disease Control	monthly	12			\$0
------------------------	---------	----	--	--	-----

### Materials/Products - Per Section 3.11

Bromeliad 6in	Each		\$26.50	3500	\$92,750.00
Poinsetta 8in	Each		\$35.00	900	\$ 31,500.00
Flowering Annuals	Each		\$12.00	1000	\$12,000.00
Top Soil Bag Size 3 cubic feet	Bag		\$20.00	100	\$2,000.00
Moss Spani) Size 90 cubic in	Bag		\$80.00	100	\$8,000.00
Pebbles Bag Size 3 cubic feet	Bag		\$1,050.00	250	\$262,500.00

### Plant Replacement - Per Section 3.12

6" Pot Size	Each		\$65.00	10	\$650.00
8" Pot Size	Each		\$80.00	10	\$800.00
10" Pot Size	Each		\$120.00	10	\$1,200.00
14" Pot Size	Each		\$225.00	20	\$4,500.00
17" Pot Size	Each		\$525.00	10	\$5,250.00

### Palms/Trees Replacement - Per Section 3.12

17" Pot Size	Each		\$525.00	5	\$2,625.00
21" Pot Size	Each		\$685.00	5	\$3,425.00
24" Pot Size	Each		\$965.00	5	\$4,825.00
28" Pot Size	Each		\$1,350.00	5	\$6,750.00
45 Gal	Each		\$3,130.00	2	\$6,260.00
100 Gal	Each		\$3,130.00	2	\$6,260.00

**Annual Walkthrough, Inspection & Plant Replacement Report**

Plant Replacement Per Year if requested	Each	1	\$10,000.00		
Plant Installation/Replacement Terminal C	Each	1	\$50,000.00		
Additional Services - Per Section 3.22					
Planter Removal	Hourly		\$65.00	10	\$650.00
Horticultural Consultant	Hourly		\$65.00	20	\$1,300.00
Water Drainage of Planters	Hourly		\$65.00	10	\$650.00
Labor	Hourly		\$65.00	80	\$5,200.00
Special Occasion Set-Up – Rentals	Hourly		\$65.00	72	\$4,680.00
Sub Total for Year					\$1,083,627.80



## Year 3 Attachment B Detail Contract Pricing

### Plant Maintenance - Per Section 3.8

6" Pot Size	weekly	52	\$0.43	10	\$223.60
8" Pot Size	weekly	52	\$1.73	340	\$30,586.40
10" Pot Size	weekly	52	\$5.18	400	\$107,744.00
14" Pot Size	weekly	52	\$12.10	450	\$283,140.00
17" Pot Size	weekly	52	\$25.92	10	\$13,478.40

### Tree/Palm Maintenance - Per Section 3.9

14" Pot Size	cycle	26	\$12.10	50	\$15,730.00
17" Pot Size	cycle	26	\$25.92	35	\$23,587.20
21" Pot Size	cycle	26	\$34.56	20	\$17,971.20
24" Pot Size	cycle	26	\$43.20	5	\$5,616.00
28" Pot Size	cycle	26	\$51.84	15	\$20,217.60
45 Gal	cycle	26	\$77.76	5	\$ 10,108.80
100 Gal	cycle	26	\$172.80	7	\$31,449.60

### Pest & Disease Control - Per Section 3.10

Pest & Disease Control	monthly	12			\$0
------------------------	---------	----	--	--	-----

### Materials/Products - Per Section 3.11

Bromeliad 6in	Each		\$26.50	3500	\$92,750.00
Poinsetta 8in	Each		\$35.00	900	\$ 31,500.00
Flowering Annuals	Each		\$12.00	1000	\$12,000.00
Top Soil Bag Size 3 cubic feet	Bag		\$20.00	100	\$2,000.00
Moss Spanish Size 90 cubic in	Bag		\$80.00	100	\$8,000.00
Pebbles Bag Size 3 cubic feet	Bag		\$1,050.00	100	\$105,000.00

### Plant Replacement - Per Section 3.12

6" Pot Size	Each		\$65.00	10	\$650.00
8" Pot Size	Each		\$80.00	10	\$800.00
10" Pot Size	Each		\$120.00	10	\$1,200.00
14" Pot Size	Each		\$225.00	20	\$4,500.00
17" Pot Size	Each		\$525.00	10	\$5,250.00

### Palms/Trees Replacement - Per Section 3.12

17" Pot Size	Each		\$525.00	5	\$2,625.00
21" Pot Size	Each		\$685.00	5	\$3,425.00
24" Pot Size	Each		\$965.00	5	\$4,825.00
28" Pot Size	Each		\$1,350.00	5	\$6,750.00
45 Gal	Each		\$3,130.00	5	\$15,650.00
100 Gal	Each		\$3,130.00	5	\$15,650.00

**Annual Walkthrough, Inspection & Plant Replacement Report**

Plant Replacement Per Year if requested	Each	1	\$10,000.00		
Plant Installation/Replacement Terminal C	Each	1			
\$10,000.00					
Additional Services - Per Section 3.22					
Planter Removal	Hourly		\$65.00	10	\$650.00
Horticultural Consultant	Hourly		\$65.00	20	\$1,300.00
Water Drainage of Planters	Hourly		\$65.00	10	\$650.00
Labor	Hourly		\$65.00	80	\$5,200.00
Special Occasion Set-Up – Rentals	Hourly		\$65.00	72	\$4,680.00
Sub Total for Year					\$904,907.80

## Year 4 Attachment B Detail Contract Pricing

### Plant Maintenance - Per Section 3.8

6" Pot Size	weekly	52	\$0.43	10	\$223.60
8" Pot Size	weekly	52	\$1.73	340	\$30,586.40
10" Pot Size	weekly	52	\$5.18	400	\$107,744.00
14" Pot Size	weekly	52	\$12.10	450	\$283,140.00
17" Pot Size	weekly	52	\$25.92	10	\$13,478.40

### Tree/Palm Maintenance - Per Section 3.9

14" Pot Size	cycle	26	\$12.10	50	\$15,730.00
17" Pot Size	cycle	26	\$25.92	35	\$23,587.20
21" Pot Size	cycle	26	\$34.56	20	\$17,971.20
24" Pot Size	cycle	26	\$43.20	5	\$5,616.00
28" Pot Size	cycle	26	\$51.84	15	\$20,217.60
45 Gal	cycle	26	\$77.76	5	\$ 10,108.80
100 Gal	cycle	26	\$172.80	7	\$31,449.60

### Pest & Disease Control - Per Section 3.10

Pest & Disease Control	monthly	12			\$0
------------------------	---------	----	--	--	-----

### Materials/Products - Per Section 3.11

Bromeliad 6in	Each		\$26.50	3500	\$92,750.00
Poinsetta 8in	Each		\$35.00	900	\$ 31,500.00
Flowering Annuals	Each		\$12.00	1000	\$12,000.00
Top Soil Bag Size 3 cubic feet	Bag		\$20.00	100	\$2,000.00
Moss Spanish Size 90 cubic in	Bag		\$80.00	100	\$8,000.00
Pebbles Bag Size 3 cubic feet	Bag		\$1,050.00	100	\$105,000.00

### Plant Replacement - Per Section 3.12

6" Pot Size	Each		\$65.00	10	\$650.00
8" Pot Size	Each		\$80.00	10	\$800.00
10" Pot Size	Each		\$120.00	10	\$1,200.00
14" Pot Size	Each		\$225.00	20	\$4,500.00
17" Pot Size	Each		\$525.00	10	\$5,250.00

### Palms/Trees Replacement - Per Section 3.12

17" Pot Size	Each		\$525.00	5	\$2,625.00
21" Pot Size	Each		\$685.00	5	\$3,425.00
24" Pot Size	Each		\$965.00	5	\$4,825.00
28" Pot Size	Each		\$1,350.00	5	\$6,750.00
45 Gal	Each		\$3,130.00	2	\$6,260.00
100 Gal	Each		\$3,130.00	2	\$6,260.00

**Annual Walkthrough, Inspection & Plant Replacement Report**

Plant Replacement Per Year if requested	Each	1	\$10,000.00		
Plant Installation/Replacement Terminal C	Each	1			
\$10,000.00					
Additional Services - Per Section 3.22					
Planter Removal	Hourly		\$65.00	10	\$650.00
Horticultural Consultant	Hourly		\$65.00	20	\$1,300.00
Water Drainage of Planters	Hourly		\$65.00	10	\$650.00
Labor	Hourly		\$65.00	80	\$5,200.00
Special Occasion Set-Up – Rentals	Hourly		\$65.00	72	\$4,680.00
Sub Total for Year					\$886,127.80

## Year 5 Attachment B Detail Contract Pricing

### Plant Maintenance - Per Section 3.8

6" Pot Size	weekly	52	\$0.43	10	\$223.60
8" Pot Size	weekly	52	\$1.73	340	\$30,586.40
10" Pot Size	weekly	52	\$5.18	400	\$107,744.00
14" Pot Size	weekly	52	\$12.10	450	\$283,140.00
17" Pot Size	weekly	52	\$25.92	10	\$13,478.40

### Tree/Palm Maintenance - Per Section 3.9

14" Pot Size	cycle	26	\$12.10	50	\$15,730.00
17" Pot Size	cycle	26	\$25.92	35	\$23,587.20
21" Pot Size	cycle	26	\$34.56	20	\$17,971.20
24" Pot Size	cycle	26	\$43.20	5	\$5,616.00
28" Pot Size	cycle	26	\$51.84	15	\$20,217.60
45 Gal	cycle	26	\$77.76	5	\$ 10,108.80
100 Gal	cycle	26	\$172.80	7	\$31,449.60

### Pest & Disease Control - Per Section 3.10

Pest & Disease Control	monthly	12			\$0
------------------------	---------	----	--	--	-----

### Materials/Products - Per Section 3.11

Bromeliad 6in	Each		\$26.50	3500	\$92,750.00
Poinsetta 8in	Each		\$35.00	900	\$ 31,500.00
Flowering Annuals	Each		\$12.00	1000	\$12,000.00
Top Soil Bag Size 3 cubic feet	Bag		\$20.00	100	\$2,000.00
Moss Spanish Size 90 cubic in	Bag		\$80.00	100	\$8,000.00
Pebbles Bag Size 3 cubic feet	Bag		\$1,050.00	100	\$105,000.00

### Plant Replacement - Per Section 3.12

6" Pot Size	Each		\$65.00	10	\$650.00
8" Pot Size	Each		\$80.00	10	\$800.00
10" Pot Size	Each		\$120.00	10	\$1,200.00
14" Pot Size	Each		\$225.00	20	\$4,500.00
17" Pot Size	Each		\$525.00	10	\$5,250.00

### Palms/Trees Replacement - Per Section 3.12

17" Pot Size	Each		\$525.00	5	\$2,625.00
21" Pot Size	Each		\$685.00	5	\$3,425.00
24" Pot Size	Each		\$965.00	5	\$4,825.00
28" Pot Size	Each		\$1,350.00	5	\$6,750.00
45 Gal	Each		\$3,130.00	2	\$6,260.00
100 Gal	Each		\$3,130.00	2	\$6,260.00



**Annual Walkthrough, Inspection & Plant Replacement Report**

Plant Replacement Per Year if requested	Each	1	\$10,000.00		
Plant Installation/Replacement Terminal C	Each	1			
\$10,000.00					
Additional Services - Per Section 3.22					
Planter Removal	Hourly		\$65.00	10	\$650.00
Horticultural Consultant	Hourly		\$65.00	20	\$1,300.00
Water Drainage of Planters	Hourly		\$65.00	10	\$650.00
Labor	Hourly		\$65.00	80	\$5,200.00
Special Occasion Set-Up – Rentals	Hourly		\$65.00	72	\$4,680.00
Sub Total for Year					\$886,127.80

**Greenery Productions, Inc. Bid Response**



# GREATER ORLANDO AVIATION AUTHORITY

**23-379-IFB**  
**Interior Plant Maintenance Services**

**DATE OF ISSUE: Sunday, February 26, 2023**

**PRE- BID CONFERENCE OR GOTOMEETING:**

**Tuesday, March 7, 2023; 10:00 a.m.**

**PRE-BID LOCATION:**

GOAA Annex Building  
**5855 Cargo Road, 1<sup>st</sup> Floor Conference Room Gemini,**  
Orlando, FL 32827- 4399 or attend virtually via a **GoToMeeting:**

**<https://meet.goto.com/804233829>**

*United States (Toll Free): 1 877.309.2073*      Access Code: 804233829

**DEADLINE FOR QUESTIONS: Friday, March 10, 2023, 5:00 p.m., EST**

**DIRECT ALL QUESTIONS & INQUIRES TO:**

**Janice K. Hughes, CPPB**  
Senior Purchasing Agent  
Phone: (407)-825-6425  
Email: **[Janice.Hughes@goaa.org](mailto:Janice.Hughes@goaa.org)**

**IFB DUE: Tuesday, March 28, 2023 no later than 11:00 a.m. EST**

### Attachment A - Bidder's Certification

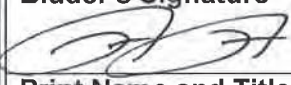
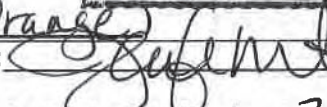
I have carefully examined the Solicitation and any other documents accompanying or made a part of this Solicitations.

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

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

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

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

Company	Sworn to and subscribed before me by means of:
Greenery Productions	<input checked="" type="checkbox"/> physical presence or <input type="checkbox"/> online notarization
Bidder's Signature 	this day of <u>March 8</u> 20 <u>23</u>
Print Name and Title D Matt Grier GM	by <u>Matt Grier</u> who is
	<input checked="" type="checkbox"/> Personally Known; or <input type="checkbox"/> Produced Identification. Type of identification produced:
Address: 1751 Directors Row Orlando FL 32809	[Check applicable box to satisfy identification requirement of FLA. Stat. §117.05]
Date <u>3-8-23</u>	(STATE OF <u>Florida</u> )
Duns Number <u>783739634</u>	COUNTY OF <u>Orange</u>
Federal Tax Id Number <u>593 098 284</u>	Notary Signature: 
Email: <u>mgrier@greeneryproductions.com</u>	Notary Public My Commission Expires: <u>7/27/25</u>
	<u>Jennifer Montes</u> Printed, typed or stamped commissioned name of Notary Public



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

**Attachment B - Bid Price Form**

**BID PRICE FORM  
GREATER ORLANDO AVIATION AUTHORITY  
23-379-IFB**

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

Bidder's Bid prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Bidder's costs during the initial term of the Contract must be reflected in its prices set forth in its Bid. The Aviation Authority shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Bidder's mistake or miscalculation of prices, underestimation of costs, or for any other reason.

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

The Bidder will be required to furnish all labor, supervision, equipment, tools, materials and supplies, licenses, chemicals, and all other items necessary or proper for, or incidental to, **perform interior plant maintenance services** at the Orlando International Airport in accordance with these Specifications.

**23-379-IFB INTERIOR PLANT MAINTENANCE SERVICES**

**TOTAL FIVE YEAR BID PRICE:**

four million nine hundred thirty four thousand four hundred nine \$4,934,419.00  
(Print Dollar Amount)

***Note: The figure shown above must match the figure shown on the Bid Price Form, (Excel Worksheet) as the "Total Five (5) Year Bid Price."***

Authorized Signature: 

Name and Title (Typed or Printed): D. Matt Grier

Date: 3-8-23



**Attachment C - Addendum Receipt Verification**

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

Addendum No. 1

Dated March 7, 2023

Addendum No. 2

Dated March 16, 2023

Addendum No. \_\_\_\_\_

Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_

Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_

Dated \_\_\_\_\_

Greenery Productions  
Company

  
Signature

D. McH. Grier  
Print Name

GM  
Title

## Attachment D - Bidder's Questionnaire

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

### 1. CONTACT INFORMATION

Name of Company	Greenery Productions
Contact Individual	D Matt Grier
Contact Address	1751 Directors Row
City, State, Zip	Orlando FL 32809
Telephone Number	407 363 9151
Email Address	mgrier@greeneryproductions.com

### 2. AUTHORIZED SIGNATORIES

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

<u>Name</u>	<u>Title</u>	<u>Indicate Principal or Authorized Authority</u>
D Matt Grier	Gm	Authorized
Linda Grier	Owner	Principal

### 3. OPERERATIONAL PLAN

See attached

- a. A plan describing how Bidder plans to start operations and bring about a smooth transition of the work to be performed under this Contract. Plan shall describe:
- (1) How Bidder will handle problems which Bidder anticipates will be encountered to begin operations under the new contract and shall include, but not be limited to, the time period needed for hiring and training of employees, planned interface with Aviation Authority,
  - (2) inventory and delivery of equipment,
  - (3) equipment storage,
  - (4) the processing of I.D. badges,
  - (5) and other items necessary to transition to the contracted services.
- b. Experience
- (1) Primary line of business: Interiorscape
  - (2) Years in business: 35

- (3) Years performing this type of work: 35
- (4) Total number of employees: 40
- (5) Provide a copy Business License see attached

c. Contractor's Personnel

- (1) Provide the Resumes of Supervisor/Manager. see attached
- (2) What is the current number of company employees? 40
- (3) Will Additional Staff be hired to meet contract requirements? NO

d. If awarded this Contract, how will you meet the equipment requirements?

- ☒ Use current owned equipment
- ☐ Lease equipment to meet requirements
- ☐ Purchase additional equipment

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

Firm Name:

Greenery Productions

Signature of Authorized Representative:

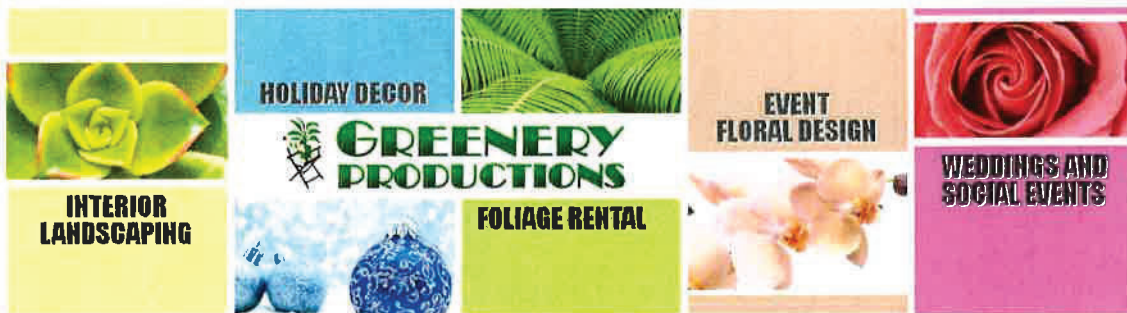
[Signature]

Name and Title (Print or Type):

D. Matt Grier

Date:

3-8-23



## Greater Orlando Aviation Authority Operational Plan

Greenery Productions does not anticipate any problems and plans to continue all maintenance services with the existing team already in place. Two of the team members are fully badged, one in process and two more working on the process. We are familiar with parking and navigating throughout the unrestricted and restricted areas. We have the necessary keys and storage for our equipment etc.

**Certificate of Registration****DR-11  
R. 10/13****Issued Pursuant to Chapter 212, Florida Statutes**

58-8012055760-1

08/11/92

Certificate Number

Registration Effective Date

This certifies that

GREENERY PRODUCTIONS INC  
1751 DIRECTORS ROW  
ORLANDO FL 32809-6225

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

**POST THIS CERTIFICATE IN A CONSPICUOUS PLACE**





Florida Department of Agriculture and Consumer Services

B139357

**CERTIFICATE OF STOCK DEALER REGISTRATION**

Section 581.131, F.S. and Rule 5B-2.002, F.A.C

1911 S.W. 34th St. P.O. Box 147100, Gainesville, FL 32614-7100 (352) 395-4700

NICOLE "NIKKI" FRIED  
COMMISSIONER

**ISSUED TO:**

GREENERY PRODUCTIONS, INC.

**THIS CERTIFICATE EXPIRES:** 05/09/2023

1751 DIRECTORS ROW  
ORLANDO, FL 32809-6225

**FEE PAID:** \$25.00

**REGISTRATION NO.:** 47227180

**DATE ISSUED:** 04/08/2022

THIS IS TO CERTIFY that the person or business firm listed hereon has been issued this Stock Dealer's Certificate after having filed with the Division of Plant Industry a signed application giving the source of nursery stock to be sold and has agreed to deal only in nursery stock that has been inspected by a duly authorized inspector of the Division of Plant Industry and accompanied by valid certificate tags and otherwise moved in conformity with the rules and regulations of the Division of Plant Industry.

A handwritten signature in cursive script that reads "nicole fried".

FDACS-08023 Revised 03/05

NICOLE "NIKKI" FRIED  
Commissioner of Agriculture

2022  
 3100 INTERIORSCAPING/FLO  
 \$50.00  
 28 EMPLOYEES ; 3501 PLANTS/TREES  
 9/30/2023  
 3100-1140528  
 28 EMPLOYEES ;

TOTAL TAX \$100.00  
 PREVIOUSLY PAID \$100.00  
 TOTAL DUE \$0.00  
 GRIER LINDA J  
 GREENERY PRODUCTIONS INC  
 1751 DIRECTORS ROW  
 ORLANDO FL 32809

1751 DIRECTORS ROW  
 U - ORLANDO, 32809

PAID: \$100.00 0098-01048769 7/11/2022

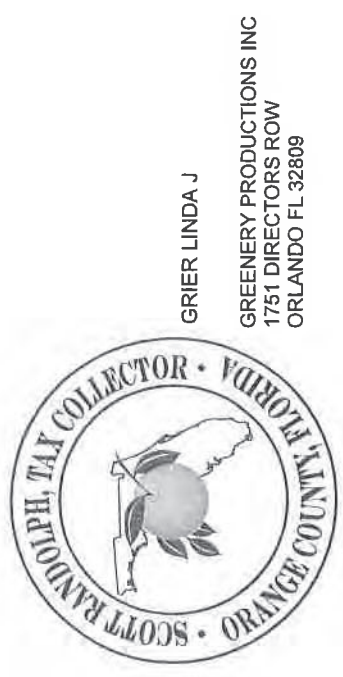
Tax Collector Scott Randolph
 Local Business Tax Receipt
 Orange County, Florida
 This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

2022  
 3100 INTERIORSCAPING/FLO  
 \$50.00  
 28 EMPLOYEES ; 3501 PLANTS/TREES  
 9/30/2023  
 3100-1140528  
 28 EMPLOYEES ;

TOTAL TAX \$100.00  
 PREVIOUSLY PAID \$100.00  
 TOTAL DUE \$0.00

1751 DIRECTORS ROW  
 U - ORLANDO, 32809

PAID: \$100.00 0098-01048769 7/11/2022



GRIER LINDA J  
 GREENERY PRODUCTIONS INC  
 1751 DIRECTORS ROW  
 ORLANDO FL 32809



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
2005 Apalachee Pkwy  
Tallahassee, Florida 32399-6500

October 6, 2022

GREENERY PRODUCTIONS, INC  
1751 DIRECTORS ROW  
ORLANDO, FL 32809-6253

SUBJECT: AGRICULTURAL DEALER LICENSE - BUYER CERTIFICATE  
ISSUED TO: GREENERY PRODUCTIONS, INC.  
LICENSE #: AD1353

This buyer certificate is issued pursuant to Chapter 604, Florida Statutes. This certificate is valid only for the person and license number listed. Any changes to this certificate (such as transfer or termination of employment), must be reported to the Bureau of Compliance at 850-617-7150 immediately.

Cut Here



State of Florida  
Department of Agriculture and Consumer Services  
Division of Consumer Services  
2005 Apalachee Pkwy  
Tallahassee, Florida 32399-6500

Registration No. **AD1353**  
Issue Date: October 3, 2022  
Expiration Date: October 12, 2023

POST CERTIFICATE  
CONSPICUOUSLY

## License as Dealer in Agriculture Products

Section 604.15-604.30, Florida Statutes

GREENERY PRODUCTIONS, INC.  
1751 DIRECTORS ROW  
ORLANDO, FL 32809-6253

*Nicole Fried*

NICOLE "NIKKI" FRIED  
COMMISSIONER OF AGRICULTURE



---

## CITY OF ORLANDO M/WBE CERTIFICATION AWARD LETTER

**EXPIRATION DATE:** 6/30/2023

**CERTIFICATION NUMBER:** 20074590

**CERTIFICATION TYPE:** WBE

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

**OWNER NAME:** LINDA GRIER

---

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

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

Luis Espejo

Email: Fonssi@yahoo.com

Phone: 407-739-5831

## **Skills**

- Effective Customer Communication
- Hand Tools
- Work Orders
- Detailed Instruction
- Customer Satisfaction

## **Work History**

Interiorscape Technician and Account Supervisor

Greenery Productions

August 2006 – Present

- Successfully managed multiple projects and several work teams on consistent basis.
- Trained newly hired Technicians on proper installation of foliage
- Responded to service requests during and after business hours.
- Coordinated installation of new users and relocations of existing users.
- Oversees and supervises various Interiorscape accounts pertaining to horticultural services including but not limited to projects, new plants, rotations, cleaning, pest control and preventive measure to ensure the health of plants



## REFERENCES

Ref #1. Customer/Client:	Hyatt Regency Orlando
Date of Services:	2013 to present
Description of Services:	Interiorscape, Maintenance, Installations of Large projects, Holiday Decor Installs
Size of Contract	Greater than \$100K
Street Address:	9801 International Dr.
City, State, ZIP Code:	Orlando, FL 32819
Telephone #	407-345-4430
Contact Person:	Brian Cones
Email:	brian.cones@hyatt.com

Ref # 2. Customer/Client:	Walt Disney World Swan, Dolphin
Date of Services:	1997 to present
Description of Services:	Interiorscape Maintenance, Large projects, installations, Holiday Decor Installs
Size of Contract	Greater than 100K
Street Address:	1500 Epcot Resorts Blvd.
City, State, ZIP Code:	Lake Buena Vista, FL 32830
Telephone #	407-934-4248
Contact Person:	Marshall Kelberman
Email:	marshall.kelberman@swandolphin.com

Ref #3. Customer/Client:	Grande Lakes, JW Marriott & Ritz Carlton
Date of Services:	2005 to present
Description of Services:	Interiorscape Maintenance, Installation of Large Projects, Holiday Decor Installs
Size of Contract	Greater than 100K
Street Address:	4012 Central Florida Parkway
City, State, ZIP Code:	Orlando, FL 32837
Telephone #	407-393-4140
Contact Person:	Jon McGavin
Email:	Jon.McGavin@ritzcarlton.com

**Attachment E - Conflict of Interest Disclosure Form**

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

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

Comments:

---

---

---

---

---

Acknowledged by:

D Matt Grier

Firm Name:

Greenery Productions

Signature of Authorized Representative:



Name and Title (Print or Type):

D Matt Grier GM

Date:

3-8-23



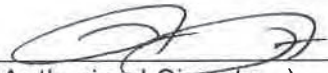
**Attachment F - Certification Regarding Prohibition Against Contracting with Scrutinized Companies**

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

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

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

Name of Respondent: D Matt Grier

By:   
(Authorized Signature)

Title: GM

Date: 3 - 8 - 23

**Attachment G – MWBE Forms**

**MINORITY/WOMEN-OWNED  
PARTICIPATION FORMS**

#### **Attachment H - Current W9**

**Request for Taxpayer Identification Number and Certification ►**

**Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.**

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

***The Bidder's submittal shall demonstrate ability to meet all portions listed in Section 2.5 Insurance Requirements by providing evidence of one of the following:***

- **Certificate of Insurance on Acord form or form acceptable to Aviation Authority,**
- **Signed affirmation of ability to comply from a licensed insurance agent, or**
- **an Insurance Quote**

**Note the Aviation Authority will not accept any change or modification to the Performance Bond or Letter of Credit contained in the Submittal Documents.**

## Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Greenery Productions, Inc.</b>	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> 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 <b>not</b> 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. <input type="checkbox"/> Other (see instructions) ► _____	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>1751 Directors Row</b>	<b>Requester's name and address (optional)</b>
	<b>6</b> City, state, and ZIP code <b>Orlando, FL 32809</b>	
	<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>								
			-				-	
<b>or</b>								
<b>Employer identification number</b>								
5	9	-	3	0	9	8	2	8 4

### Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ►

Date ►

3-8-23

### 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](http://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.





GREPRO-25

MROGERS1

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/11/2023

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

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

<b>PRODUCER</b> Keyser Insurance Group 444 W. Michigan Avenue Kalamazoo, MI 49007	<b>CONTACT NAME:</b> Megan Rogers		
	<b>PHONE (A/C, No, Ext):</b> (269) 381-3570	<b>FAX (A/C, No):</b>	
	<b>E-MAIL ADDRESS:</b> mrogers@keyseragency.com		
<b>INSURED</b>  Greenery Productions Inc. 1751 Directors Row Orlando, FL 32809	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> FCCI Insurance Company		10178
	<b>INSURER B:</b> National Trust Insurance Company		20141
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
		<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		CPP100032398	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EPLI \$ 100,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA100007825	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB100018871	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC010006570502	1/18/2023	1/18/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

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

Aviation Authority and the City of Orlando and their members, officers, employees and agents are additional insured per written contract

Pollution coverage can be obtained by insured if needed.

## CERTIFICATE HOLDER

## CANCELLATION

Orlando International Airport  
One Jeff Fuqua Boulevard  
Orlando, FL 32827

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

## Attachment J - E-Verify Acknowledgment

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

**"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:

Company Name: Greenery Productions  
Authorized Name: D. Malt Grier Title: GM  
Signature: [Signature] Date: 3-8-23

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

\*\*\*\*\*

State of Florida

County of Orange

This instrument was acknowledged before me on March 8, 2023  
(Date)

Notary Public Signature [Signature]





## Greater Orlando Aviation Authority Schedule of Work

All work will be performed Monday-Friday within the general work hours of 7am-3pm as per directed with Tree Cleaning to be done between the hours of 9pm and 5am.



Greenery Productions  
1751 Directors Row  
Orlando FL 32809  
407-363-9151  
[info@greeneryproductions.com](mailto:info@greeneryproductions.com)  
Matt Grier



**DATE**  
11/17/2022  
**PURCHASE ORDER NO.**  
A1  
**CUSTOMER NO.**  
GOAA

**BILL TO**

GREATER ORLANDO AVIATION AUTHORITY  
PURCHASING DEPARTMENT  
8652 CASA VERDE ROAD, BUILDING 811  
ORLANDO FL 32827  
407-825-6425  
[JANICE.HUGHES@GOAA.ORG](mailto:JANICE.HUGHES@GOAA.ORG)

**SHIP TO**

GOAA  
TERMINAL A

SHIPPING METHOD	SHIPPING TERMS	SHIP VIA	PAYMENT	DELIVERY DATE

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL
A1	10" BOSTON FERN	10	\$11.55	\$115.50
A2	10" ARBORICOLA	10	\$10.50	\$105.00
A3	14" ARECA PALM	10	\$41.80	\$418.00
A4	17" ADONIDIA PALM	10	\$147.25	\$1,472.50
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Remarks / Instructions:

<b>SUBTOTAL</b>	2111.00
enter percentage <b>TAX RATE</b>	6.500%
<b>TOTAL TAX</b>	137.22
<b>TOTAL \$</b>	<b>2,248.22</b>

Please make check payable to Your Company Name.

THANK YOU

**AUTHORIZED SIGNATURE**

**DATE**

For questions concerning this invoice, please contact  
Greenery Productions 407-363-9151

[www.greeneryproductions.com](http://www.greeneryproductions.com)

# 2023 Greenery Productions Inc.

## Maintenance Supply & Equipment Request Form

NAME  
DATE

\_\_\_\_\_  
\_\_\_\_\_

	Kaddy Pocket	
	Technician Supply/Tote Bag	
	Car Organizer	
	Water Bucket	
	Blue Fill Tube	
	Scissors	
	Pruners	
	pinking shears	
	long handled pruners	
	hand shears/hedge pruners	
	hand saw	
	Hand Shovel	
	Yellow Rubber Gloves	
	Black Gloves	
	Paws	
	Tape Measure	
	Measuring Spoons	
	Measuring Cups	
	Hand Lens	
	Soil Probe	
	Long Soil Probe	
	Wisk Broom and Pan	
	Baster	
	Green Plant Care Tips for Techs	
	Plant Basics Book	
	Fiberex	
	Black Trash Bags	
	White Trash Bags	
	Zip lock bags	

	Name Tag	
	Shirts	
	Feather Duster	
	Sponges	
	Flashlight	
	Step Ladder	
	Step Stool	
	Water Machine Wand	
	Fertilizer Adapter	
	Water Hose	
	Water wand for hose	
	Water Hose nozzle	
	Faucet Adapter	
	Hose washers	
	Fertilizer Adapter	
	Sprayer 1 gal	
	Sprayer 32 oz	
	Sprayer 24 oz	
	Carpet Sweep	
	Water Key 4 way	
	Zurn Key	
	Green Moss	
	Ivory soap	
	Alcohol	
	Superthrive	
	Ultra fine Oil	
	Pot Luck	

Date Request Completed \_\_\_\_\_



# GREATER ORLANDO AVIATION AUTHORITY

## 23-379-IFB Interior Plant Maintenance Services

**DATE OF ISSUE:** Sunday, February 26, 2023

**PRE- BID CONFERENCE OR GOTOMEETING:**

**Tuesday, March 7, 2023; 10:00 a.m.**

**PRE-BID LOCATION:**

GOAA Annex Building  
**5855 Cargo Road, 1<sup>st</sup> Floor Conference Room Gemini,**  
Orlando, FL 32827- 4399 or attend virtually via a **GoToMeeting:**

**<https://meet.goto.com/804233829>**

*United States (Toll Free): 1 877.309.2073*      Access Code: 804233829

**DEADLINE FOR QUESTIONS: Friday, March 10, 2023, 5:00 p.m., EST**

**DIRECT ALL QUESTIONS & INQUIRES TO:**

**Janice K. Hughes, CPPB**  
Senior Purchasing Agent  
Phone: (407)-825-6425  
Email: **[Janice.Hughes@goaa.org](mailto:Janice.Hughes@goaa.org)**

**IFB DUE: Tuesday, March 28, 2023 no later than 11:00 a.m. EST**

## **TABLE OF CONTENTS**

<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
Purchasing Contract 23-379-IFB Interior Plant Maintenance Services .....	2
Year 1 Attachment B Detail Contract Pricing.....	4
Year 2 Attachment B Detail Contract Pricing.....	6
Year 3 Attachment B Detail Contract Pricing.....	8
Year 4 Attachment B Detail Contract Pricing.....	10
Year 5 Attachment B Detail Contract Pricing.....	12
<b>Greenery Productions, Inc. Bid Response.....</b>	<b>14</b>
<b>1.0 GENERAL INFORMATION.....</b>	<b>20</b>
1.1 Tentative Schedule .....	20
1.2 Intent/Purpose .....	20
1.3 Solicitation Information.....	20
1.4 Contract Period/Initial Term .....	21
1.5 Price Escalation/De-Escalation (CPI).....	21
1.6 Communications; Questions Regarding Specifications or Bidding Process.....	23
1.7 Notice of Intent to Award Contract .....	23
1.8 Public Meetings/Public Records.....	24
1.9 Code of Ethics and Business Conduct Policy.....	24
<b>2.0 SPECIAL CONDITIONS .....</b>	<b>25</b>
2.1 Minimum Requirements .....	25
2.2 Evaluation of Bid Award .....	25
2.3 Surety Bonds/Letters of Credit/Liability Insurance .....	26
2.4 Insurance Requirements.....	26
2.5 Verification of Employment Status .....	29
2.6 Identification and Access Requirements .....	29
2.7 Airport Security .....	31
2.8 MWBE or LDB/VBE Participation Goals.....	32
2.9 Minority and Women Business Enterprise ("MWBE") Participation Program .....	32
2.10 Local Developing Business ("LDB") Participation Program .....	34
2.11 Good Faith Effort for MWBE Participation Program.....	35
2.12 Performance/Invoicing .....	37
<b>3.0 SCOPE OF WORK/SPECIFICATIONS .....</b>	<b>38</b>
3.1 Overview.....	38
3.2 Work Hours.....	38
3.3 Aviation Authority's Responsibilities .....	39
3.4 Contractor's Responsibilities.....	40
3.5 Contractor's Performance Requirements .....	41
3.6 Inspection and Approval .....	41
3.7 Initial Walkthrough, Inspection & Recommendations Report.....	42
3.8 Plant Maintenance Services.....	42
3.9 Tree/Palm Maintenance Services .....	44
3.10 Disease and Insect Control .....	44
3.11 Materials/Products .....	45
3.12 Plant Replacement.....	46
3.13 Plant Replacement Warranty .....	46
3.14 Condition and Inventory Surveys .....	46
3.15 Trash and Debris Removal .....	47
3.16 On-Site Supervisor.....	47

3.17	Staffing (Work Crew).....	48
3.18	Contractor's On-Site Communications .....	49
3.19	Contractor's Tools and Equipment .....	49
3.20	Safety and Protection.....	49
3.21	Regulations.....	50
3.22	Additional Services .....	50
3.23	Exhibit 1 Plant Inventory and Locations .....	51
3.24	Exhibit 2 <i>Terminal Garage Parking Program and Employee Parking Lot Permit Policy.</i> 51	
<b>4.0</b>	<b>AVIATION AUTHORITY STANDARD TERMS AND CONDITIONS.....</b>	<b>52</b>
4.1	Awards.....	52
4.2	Additional Terms & Conditions .....	52
4.3	Purchasing Contracts With Other Governmental Entities .....	52
4.4	Lobbying Statement.....	52
4.5	Whistle Blower Reporting Line .....	53
4.6	EEO Statement.....	53
4.7	Federal Fair Labor Standards Act .....	53
4.8	Occupational Safety And Health Act of 1970.....	53
4.9	Discounts.....	54
4.10	Pricing.....	54
4.11	Incurred Cost .....	54
4.12	Taxes.....	54
4.13	Errors.....	54
4.14	Silence of Specifications .....	54
4.15	Assignment.....	54
4.16	Indemnification.....	55
4.17	Patents and Royalties .....	56
4.18	Software License to Contractor.....	57
4.19	Warranty Against Infringement of Intellectual Property.....	57
4.20	Optional Ownership of Work Product .....	57
4.21	Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI).....	58
4.22	Training.....	59
4.23	Acceptance .....	59
4.24	Safety Warranty .....	59
4.25	Warranty .....	59
4.26	Conflict of Interest.....	59
4.27	Drug-Free Workplace.....	59
4.28	Discriminatory Vendor List .....	60
4.29	Public Entity Crimes.....	60
4.30	Scrutinized Companies .....	60
4.31	Licenses and Certifications .....	61
4.32	Subcontractors.....	61
4.33	Verbal Instructions .....	62
4.34	Litigation Venue .....	62
4.35	Addition, Deletion, or Modification of Services .....	62
4.36	Operation During Dispute.....	62
4.37	Funding.....	62
4.38	Contract Termination .....	63
4.39	Contractor Responsibilities .....	64
4.40	Supervision of Contract Performance.....	64

4.41	Monitoring of Work.....	64
4.42	Prompt Payment.....	64
4.43	Right To Audit Records.....	65
4.44	Copying Documents.....	65
4.45	Florida Public Records Law .....	65
4.46	Federal Compliance Provisions.....	66
4.47	Federal Emergency Management Agency (FEMA) Contract Requirements.....	70
4.48	Additional FEMA Requirements.....	70
<b>5.0</b>	<b>CONTRACT .....</b>	<b>72</b>
5.1.	Contract Instructions.....	72
5.2.	Contract.....	73
<b>6.0</b>	<b>BID SUBMITTALS/ ATTACHMENTS .....</b>	<b>75</b>
6.1.	Bid Opening.....	75
6.2.	Delivery of Bid.....	75
6.3.	Bid Submittals.....	76
	Attachment A - Bidder's Certification.....	77
	Attachment B - Bid Price Form.....	79
	Attachment C - Addendum Receipt Verification .....	80
	Attachment D - Bidder's Questionnaire .....	81
	Attachment E - Conflict of Interest Disclosure Form.....	84
	Attachment F - Certification Regarding Prohibition Against Contracting with Scrutinized Companies .....	85
	Attachment G – MWBE/LDB Forms.....	86
	Attachment H - Current W9.....	91
	Attachment I –Proof of Insurance.....	91
	Attachment J - E-Verify Acknowledgment .....	92
	Attachment K – No Bid Response.....	93



## ORLANDO INTERNATIONAL AIRPORT | MCO

The Greater Orlando Aviation Authority (GOAA) uses an online solicitation platform powered by Merrell USA to:

- Post only for Request for Proposals (RFP), Invitation For Bids (IFB) and Statement of Qualifications (SOQ)
- Post and accept submissions for Request For Quotes (RFQ) and Request for Information (RFI)

GOAA encourages you to register on the Merrell USA platform and to add commodity codes to your account so that you will automatically be notified of solicitation opportunities with GOAA that may be of interest to your firm.

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

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

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

### **Additional Information**

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

### **Need Assistance?**

The Service Desk for the Merrell Source-to-Contract platform is available from Monday – Friday, 7:00 am – 11:00 am EST for any assistance you may need. You can check out frequently asked questions on their Support Page

<https://help.negometrix.com/en/support/home>, or find the contact information below:

### **Merrell Source-to-Contract Service Desk**

Email: [servicedesk.us@negometrix.com](mailto:servicedesk.us@negometrix.com)

Phone: (724) 888-5294



## 1.0 GENERAL INFORMATION

Revised Per Addendum 2

### 1.1 Tentative Schedule

Release Date	February 26, 2023
Pre-Bid Meeting Date (10:00 am EST)	March 7, 2023
Deadline for submission of questions (5:00 pm EST)	March 10, 2023
Release of Addendum, if any	March 14, 2023
Deadline to submit Solicitations (by 11:00 am EST)	<b>March 28, 2023</b>
Procurement Committee (PC)*	<b>April 25, 2023</b>
Recommendation to the Aviation Authority Board*	May 17, 2023

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

### 1.2 Intent/Purpose

- a. The Greater Orlando Aviation Authority, Orlando International Airport, Orlando, Florida, (Aviation Authority) is soliciting sealed bids from qualified Bidders to provide interior horticultural plant maintenance services; to furnish all labor, supervision, equipment, tools, materials and supplies, licenses, permits, chemicals, and all other items necessary or proper for, or incidental to perform the services within Terminals "A", "B " and the Terminal C Complex, to include the Train Station (fka as the South APM). located within the Orlando International Airport in accordance with the Contract Documents.
- b. **The Aviation Authority has removed the MWBE/LDB/VBE Participation Goal of 15%.**

### 1.3 Solicitation Information

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

- a. Merzell USA provides supplier registration services, document fulfillment, and other purchasing related services to the Aviation Authority and to suppliers doing business with the Aviation Authority. **There is no charge to the Bidder to register and any award resulting from this solicitation will not require any payment by the Bidder to Merzell USA.**
- b. If a Pre-Bid Conference is held, please see the Cover Page of this solicitation for the location, date, and time. The purpose of any Pre-Bid Conference is to review and discuss the solicitation (and any addenda) as published. Attendance is not mandatory but is highly encouraged. Bidders are expected to be familiar with the Bid Documents.

- c. Questions regarding this Solicitation are to be directed to the Senior Purchasing Agent listed on the Cover Page of this Solicitation.
- d. The last date for questions pertaining to this Solicitation is listed on the cover front page of this solicitation. Questions after this date and time will not be answered. Questions will be answered via addendum and posted to <https://app.negometrix.com/buyer/5681>.
- e. If the Purchasing Department determines that it is necessary to change these dates or times prior to the Bid due date, the change will be announced via an addendum and posted on Merrell USA's website.
- f. Late Bids, as determined by the official time clock located in the Purchasing Department's Office will not be considered and may be returned to the Respondent as non-responsive.
- g. Bid openings shall be public, opened on the date and at the time specified on the Bid form. The Bidder's name will be publicly announced aloud at the Bid opening.
- h. The Bid Summary is posted to Aviation Authority's Purchasing Department's website at [www.orlandoairports.net/purchasing](http://www.orlandoairports.net/purchasing) and on Merrell's website at <https://app.negometrix.com/buyer/5681>
- i. All prospective Bidders/Proposers shall thoroughly examine and become familiar with the Bid package and carefully note the items that must be submitted with the Bid as detailed in **Section 6.0, Bid Submittals**.
- j. Submission of a Bid shall constitute an acknowledgment that the Bidder has read and understands the Bid Documents. The failure or neglect of a Bidder to receive or examine any Bid Document shall in no way relieve it from any obligations under its Bid or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.

#### **1.4 Contract Period/Initial Term**

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

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

- a. The original contract prices shall be firm for an initial one (1) year contract period. A price escalation/de-escalation will be considered at one (1) year intervals 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](http://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:

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

**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 3%** unless there are circumstances demonstrating that an increase beyond this amount is required and this is approved by the Aviation Authority. The maximum allowable increase for the term of the contract period shall not **exceed 15%**.
- f. All price adjustments must be accepted by the Vice President of Purchasing, and shall be memorialized by written amendment to the contract. No retroactive contract price adjustments will be allowed. 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, or any renewals, 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.

#### **1.6 Communications; Questions Regarding Specifications or Bidding Process**

- a. All communication and contact regarding this solicitation shall be directed to the Senior Purchasing Agent referenced on the cover page of this solicitation.
- b. Any official communication from a Bidder during the Bid process should be submitted in writing to the Greater Orlando Aviation Authority, 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.
- c. In accordance with the above-referenced policies, any communication directly or indirectly to seek to encourage any specific result in connection with an Aviation Authority selection process, including but not limited to, written communications, any and all forms of electronic communications or messaging, including social media, oral communications either in person or by telephone, initiated by a Bidder or through a lobbyist, agent or third person, to any Aviation Authority staff and/or Committee/Board member who is a member of any committee constituted for the purposes of ranking Solicitations, making recommendations or making an award, is prohibited from the time that the Solicitation is released to the time that the award is made.

#### **1.7 Notice of Intent to Award Contract**

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

all procurements, the Aviation Authority reserves the right to reject any or all bids and to cancel the procurement or to solicit new bids.

#### **1.8 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.

#### **1.9 Code of Ethics and Business Conduct Policy**

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

## **2.0 SPECIAL CONDITIONS**

### **2.1 Minimum Requirements**

- a. Bidders that do not meet the minimum requirements listed herein as determined by the Aviation Authority, at its sole discretion, will be deemed non-responsive and not considered for award. All decisions made by the Aviation Authority are final.
- b. Bidders must have a minimum of five (5) years of experience providing:
  - 1) Interior plant horticultural services;
  - 2) Provided the services for at least three (3) business clients (government or commercial) with contracts of similar size and scope of this Contract.
  - 3) Demonstrates and has the availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation.
- c. Bidder shall submit with bid, copies of all Licenses and Certifications that are pertinent to this work. All such documents shall be current.
  - 1) Possesses a State of Florida Restricted Pesticide Ornamental and Turf License issued by the Department of Agriculture and Consumer Services authorizing the application of pesticides, herbicides and insecticides for interior use.
  - 2) Provide an Arborist certified by the International Society of Arboriculture Business License.
- d. Proof Bidder can meet the Insurance requirements (Refer to Section 2.4).

### **2.2 Evaluation of Bid Award**

- a. For purposes of this solicitation, the determination of the responsive and responsible Bidder submitting the lowest Bid shall be made after the review and application of all applicable programs established by the Aviation Authority, including but not limited to the Aviation Authority's MWBE/LDB program.
- b. In determining whether a Bidder is responsible, the Aviation Authority reserves the right to consider matters such as, but not be limited to:
  - 1) Total Cost;
  - 2) Meeting MWBE/LDB/VBE Participation Goal requirement of 15%.

- 3) All requirements associated with this Bid as described in Section 3, Scope of Work/Specifications and provides the documentation as listed in Section 6, Bid Submittals, to include the Bidders Operational Plan and Equipment List.
- 4) References
  - a) Bidders must submit a list with a minimum of three (3) verifiable references proving a **minimum of five (5) years of commercial service**. The Aviation Authority may make such investigation, as it deems necessary to determine the responsibility, qualifications, and ability of the Contractor to perform the Scope of Services. The Bidder shall furnish to the Aviation Authority all necessary and requested information and data for this purpose.
  - c. The Aviation Authority reserves the right to reject any Bid if the evidence submitted by or investigation of such Contractor or its Subcontractors, fails to satisfy the Aviation Authority that such Contractor is a responsive and responsible Contractor in accordance with the criteria set forth herein.

### **2.3 Surety Bonds/Letters of Credit/Liability Insurance**

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

### **2.4 Insurance Requirements**

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

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 **Five Million Dollars (\$5,000,000)** 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 **Five Million Dollars (\$5,000,000)** 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 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 **One Million Dollars (\$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 the 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, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, or any increase in the Contractor's self-insured retention and any non-renewal or cancellation of required insurance.
- 9) If any insurance coverage is canceled or reduced, Contractor shall, within forty-eight (48) hours remit to the Aviation Authority a Certificate of Insurance showing that the required insurance has been reinstated or replaced by another insurance company or companies acceptable to the Aviation Authority. If Contractor fails to obtain or have such insurance reinstated, the Aviation Authority may, if it so elects, and without waiving any other remedy it may have against Contractor, immediately terminate this Contract upon written notice to Contractor.

- 10) The Aviation Authority's Chief Executive Officer shall have the right to alter the monetary limits or coverages herein specified from time to time during the term of this Contract, and Contractor shall comply with all reasonable requests of the Chief Executive Officer with respect thereto.

## **2.5 Verification of Employment Status**

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

## **2.6 Identification and Access Requirements**

- a. Contractor is required to conduct an employee background check, or require its Subcontractors to perform an employee background check, in accordance with the requirements herein on each person proposed for employment at Orlando International Airport in connection with this Contract, if such person is an employee of Contractor or an employee of a Subcontractor for whom Contractor is required to sign the Aviation Authority's badge application ("Contractor Responsible Employees"). Such background check must be successfully completed prior to such person applying for an access control identification badge with the Aviation Authority. Each background check shall be performed to the following minimum requirements:
- b. Each employee must provide a ten (10) year work history.
- c. Contractor must confirm the last five (5) years of each employee's work history. Any gaps in employment of thirty (30) days or more during such five year period must be explained in writing by the employee and must be confirmed by Contractor through W-2s, student transcripts, medical records, or written references of stay-at-home situations from credible local persons such as

pastors or priests (which reference must indicate personal knowledge of employee's general work history during the gap period).

- d. 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. 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 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. Contractor must maintain all information described above for a period of four (4) years following expiration of this Contract. Such information is subject to audit by the Aviation Authority and must be sufficient in scope and detail to permit verification of compliance by Aviation Authority audit. Actual damages to the Aviation Authority resulting from a breach by Contractor of its obligations hereunder will be difficult or impossible to determine.
- i. As a result, the Aviation Authority shall be entitled to recover liquidated damages of \$250.00 for every Contractor Responsible Employee presented to the Aviation Authority for access control badging (1) for whom the above background check has not been completely and accurately performed, or (2) 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.
- j. Contractor must co-sign with the Subcontractor all badge applications for any employee of a temporary employment agency engaged as a Subcontractor to provide personnel to Contractor on this Contract. All employees provided by temporary employment agencies for this Contract shall be Contractor Responsible Employees. Before submitting a badge application for an employee provided on this Contract by a temporary employment agency, Contractor or the temporary employment agency must submit to the Aviation Authority's Authorized Representative (AAR) for prior approval of such employee, a Contract between the temporary employment agency and such employee reflecting an intended assignment of such employee to the Contract for the remaining duration of the Contract or the duration of the Contractor's need for such position.

## **2.7 Airport Security**

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

## 2.8 MWBE or LDB/VBE Participation Goals

The Aviation Authority has removed the MWBE/LDB/VBE Participation Goal of 15%.

## 2.9 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 0%**, which means that **0% of the total Contract expenditures** should be used to purchase goods or services under the Contract from MWBEs or LDB's.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. 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.
- m. 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.
- n. 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.

- o. 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.

## **2.10 Local Developing Business ("LDB") Participation Program**

- a. The Aviation Authority has adopted a Local Developing Business ("LDB") Policy, effective January 1, 1999. The policy requires Bidders to ensure that LDB firms have an opportunity to participate in all Contracts.
- b. It is the policy of the Aviation Authority that LDBs shall have the maximum opportunity to participate in the purchase of goods and services, and the Aviation Authority has established the LDB Participation Program to implement this policy. This participation can take the form of purchasing Contracts, subcontracts, joint ventures or similar arrangements.
- c. Bidders are required to submit, with their Bids, the Letter of Intent/Affirmation information by completing the form on Attachment G for each LDB Firm. The Bidder may make duplicates of this form as needed. Both the LDBs 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 LDB goal.
- d. 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 LDB status.
- e. The successful Bidder shall enter into Contract(s) with the LDB(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 LDB(s) shall incorporate such reasonable terms as required to complete the work described therein while furthering the Aviation Authority's LDB policy. The successful Bidder must submit copies of the signed subcontract(s)/purchase order(s) to the office of Small Business Development for each LDB prior to commencement of performance under this Contract. Failure to enter into the subcontract(s)/purchase order(s) with the LDB(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.

- f. A Bidder shall not breach any of its obligations with the LDB(s). In the event Bidder desires to terminate or replace an LDB, 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 LDB with another LDB. If the Bidder is unable to utilize another LDB 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 LDB with another LDB. The LDB percentage for participation must not decrease below the percentage proposed during the term of the Contract. 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.
- g. 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 LDB(s) since the previous invoice.
- h. Failure to carry out the requirements set forth herein or the commitments made by the Bidder (e.g. failure to subcontract with and use LDBs, to pay LDBs as committed in the Bid documents) of the total Contract price on an ongoing basis, etc. shall constitute a breach by the Bidder of this Contract and may result in the termination of the Contract by the Aviation Authority or such other remedy as the Aviation Authority deems appropriate.
- i. A list of currently certified LDBs 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 LDBs are capable of performing. Certification of eligibility as an LDB should be obtained 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 LDB Participation Program.
- j. Compliance with the LDB policy of the Aviation Authority does not relieve Bidders of the equal employment opportunity obligations under state and Federal laws and regulations.

## **2.11 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/>.

## **2.12 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. Contractor must correct deficiencies noted during inspection within two (2) working days following receipt of written notice of deficiency.
- b. 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.
- c. 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.
- d. Contractor shall be obligated to pay promptly all proper charges and costs incurred by Contractor for labor and materials used for the work performed hereunder. The Aviation Authority shall have the right, but not the obligation, to pay directly to third parties (including Subcontractors) all past due amounts owed by Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the Aviation Authority shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.
- e. The Contractor shall submit all invoices to: Greater Orlando Aviation Authority, Finance Manager, P.O. Box 620125, Orlando, Florida 32862-0125. Invoices may be sent electronically to accounts payable [goaa-ap@goaa.org](mailto:goaa-ap@goaa.org)

### 3.0 **SCOPE OF WORK/SPECIFICATIONS**

#### 3.1 **Overview**

- a. The Contractor shall furnish all labor, supervision, materials, supplies, equipment, tools, transportation, and all other items necessary or proper for, or incidental to provide interior horticultural plant maintenance services for Terminals "A", "B " and the Terminal C Complex, to include the Train Station (fka as the South APM). located within the Orlando International Airport.
- b. The Services shall be scheduled weekly interior plant maintenance, to include all services necessary to maintain plant health and appearance in accordance with interior plant industry standards. These Services include, but are not limited to: watering, rotating, and dusting, pruning/trimming, removal of diseased or damaged plant parts, insect and disease treatment, fertilizing, cleaning all areas of dead leaves and other plant debris. In addition weekly inspections will be conducted by the Contractor's On-site Supervisor and the Aviation Authority.
- c. 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 **Work Hours**

- a. When the Contractor performs work on Airport property the Contractor's Personnel and the Subcontractor's Personnel shall be responsible for checking in and out with the Maintenance Central Plant. To include having each individual personally sign in/out in the Contractor's Log, located in the Maintenance Central Plant. The information must include the location where services are being performed.
- b. The Contractor shall be responsible for ensuring that an accurate accounting of hours worked is meticulously maintained. The AAR will provide a standard timesheet form to the Contractor for this purpose and for subsequent submission with the Contractor's payment invoice as supporting documentation.
- c. **Standard Work Hours: Standard Work Hours are between 7:00 a.m. and 3:00 p.m., Monday through Friday,** excluding Aviation Authority's observed holidays. Contractor during the Standard Work Hours shall perform plant material removal and replacement, and pesticide treatment services. However, Tree washing cycles shall be performed between the hours of 9:00 p.m. and 5:00 a.m. Monday through Friday, unless pre-approved by the AAR.

- d. **Non-Standard Work Hours:** Any work performed outside the Standard Work Hours which **are between 3:01 p.m. – 6:59 a.m.**, or on Saturday, Sunday, or Aviation Authority's observed holidays shall be considered work performed during Non-Standard Work Hours.
- e. **Aviation Authority Holiday Work.** Contractor shall perform no work during weekends or Aviation Authority holidays, without the prior permission of the AAR. The Contractor shall give the Aviation Authority sufficient advance notice to request working on such holidays or during non-standard hours to allow the Aviation Authority to assess the impact that such activities would have on the area's normal scheduled operations.
- f. The Aviation Authority may require the Contractor to perform work during Non-standard Work Hours which are outside the Standard Work Hours. 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 Authority observed holidays without the prior written permission of the AAR.
- g. The Contractor shall respond verbally by telephone to a written request by the AAR within twelve (12) hours of receiving the request, and shall commence on-site repair or replacement services within twenty-four (24) hours from the time AAR's written request is received by the Contractor.
- h. **Emergency Condition:** In the event of an emergency condition is declared by the Aviation Authority's Chief Executive Officer, Chief Administrative Officer, Director of Maintenance or their respective designees, the Contractor will perform work during such hours as specified by the Aviation Authority and shall be paid as Non-Standard hours.

### **3.3 Aviation Authority's Responsibilities**

- a. Coordinate and schedule meetings for the purpose of understanding all details of the contract, security and coordination.
- b. The Aviation Authority will be responsible for any damage or death to plants that are caused by a third party without the Contractor's knowledge.
- c. The Aviation Authority will be responsible for any damage or death to plants if temperatures in the North Terminal fall below 50 degrees Fahrenheit or rise above 90 degrees Fahrenheit for a period longer than 24 hours.
- d. The Aviation Authority will provide adequate natural or artificial lighting for all plants serviced under the contract.



- e. The Aviation Authority will provide the Contractor, at no cost to the Contractor, all utility services (excluding telephone) generally available in the premises and required by the Contractor to perform its obligations and functions under the Contract. The Aviation Authority will provide onsite access to water to the Contractor to complete required services.
- f. The Aviation Authority will provide the Contractor, at no cost to the Contractor, with a reasonable amount of storage space, in such locations as the Aviation Authority shall determine, for the storage of the Contractor's supplies and equipment required to perform its obligations and functions under the Contract.
- g. The Contractor shall bear all risk of loss, damage or theft of such supplies and equipment, and obtain and maintain in force insurance in reasonable amounts to protect against loss, damage or theft of such supplies and equipment stored on the Aviation Authority's premises.
- h. The Aviation Authority reserves the right to add and/or remove sites from the contract at any time and for any reason. Additionally, the cost of plant maintenance services will also be removed or added at a price that is in accordance with the pricing provided in the Price Form of this IFB.
- i. The Aviation Authority reserves the right to add additional plants and supplies at any time and for any reason. Additionally, the cost of plant maintenance services will also be added at a price that's in accordance with the pricing provided in the Price Form of this IFB.
- j. The Aviation Authority shall diligently endeavor to facilitate the Contractor's work by providing them with off-loading and staging areas, freight elevators and other facilities required for their efficient performance of the Scope of Services.

#### **3.4 Contractor's Responsibilities**

- a. The Contractor shall provide horticultural services that consist of a regularly scheduled program for maintaining the health and appearance of the installed plants. All horticultural services shall follow generally acceptable horticultural industry practices.
- b. The Contractor shall establish a weekly maintenance schedule in cooperation with the Aviation Authority. The Contractor shall provide the Aviation Authority with written copies of the weekly maintenance services performed.
- c. The Contractor shall coordinate all delivery and installation activities with the Aviation Authority. During all deliveries, installations, or maintenance service, the Contractor shall perform in a workman-like manner, coordinating their activities so as not to interfere with the normal operations of the Aviation Authority, and keep their work area(s) clean of litter and debris.

- d. All plants shall be free from disease and pest infestation that could, by their presence, induce or contribute to the decline of the plant. Plants shall be of a normal growth habit for the species.
- e. In the event that a horticultural consultant is utilized, as requested the Aviation Authority, such consultant shall be certified by the American Society of Agronomy/Horticultural Sciences or have higher educational qualifications, and shall be approved by the AAR.
- f. The Consultant shall perform, and provide to Aviation Authority and the Contractor two (2) copies of the findings from an overview of the Contract area. The Consultant shall perform water, soil and or tissue sample tests as may be required or requested by the AAR and shall include the results of tests performed on such samples together with recommendations arising from such test results in the quarterly report required to be submitted to the AAR. The Consultant shall identify pests, pathogens and environmental concerns to minimize damage and protect the Aviation Authority's investment. The hourly rate referred to in the bid forms includes but is not limited to, the cost of site visits, lab tests, and report costs.

### **3.5 Contractor's Performance Requirements**

- a. The Contractor shall handle all materials within generally accepted industry standards. All plant materials shall be provided with protective covering during delivery. Plant materials shall not be bent or tied in such manner as to damage bark, break branches or destroy natural shape.
- b. The Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract specifications, industry standards and manufacturers' specifications.
- 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.

### **3.6 Inspection and Approval**

- a. The AAR will inspect areas where work has been performed. The Contractor shall provide a weekly schedule stating area where work will be performed, name(s) of personnel and scheduled hours.

- b. The AAR shall sign off the weekly schedule/inspection report as work is satisfactorily completed. The Contractor must correct any deficiencies noted in a written notice of deficiency within one (1) working day following receipt.

### **3.7 Initial Walkthrough, Inspection & Recommendations Report**

- a. The Contractor and the AAR shall conduct a thorough initial inspection within the first ten (10) days of the Contract. The purpose of the initial inspection is for the Contractor to obtain a detailed understanding of the plants, locations, security access requirements, and coordination needed under this Contract, as well as to evaluate the locations, conditions, and health of the plants.
- b. The Contractor is required to inspect the overall condition of all live trees, bushes and plants and to provide a written report to the AAR within ten (10) business days after issuance of the Notice to Proceed Letter. The report must identify all unhealthy (thin, weak, discolored or suffers from insect damage) and/or dead trees, bushes or plants and must also include all proposed replacements.
- c. After the initial inspection, Contractor shall provide in writing to the AAR, the report outlining Contractor's initial walk through and inspection that includes a detailed plan for each location, along with any proposed recommendations for the removal, replacement, cleaning of plants, or addition of any trees, plants, bushes, flowers, etc. All changes must be pre-approved by the AAR in writing.
- d. The AAR will review the Contractor's report including any proposed replacements. The Aviation Authority reserves the right to purchase replacement trees, bushes and/or plants in accordance with the Bid Price Form included in this IFB, but will not be obligated to purchase replacement trees, bushes, and/or plants from the Contractor.

### **3.8 Plant Maintenance Services**

- a. The Contractor must maintain all live plants which includes watering, rotating, dusting, fertilizing, trimming, pruning, and spraying for insects and/or disease.
- b. All plants shall be dusted and/or hand wiped weekly (52 times per year) to prevent accumulation of dust or dirt. All dust and debris shall be removed from the mulch and/or moss.
- c. All foliage shall be trimmed and cleaned and all cuttings, mushrooms and debris shall be removed from all planters.
- d. Contractor must remove and dispose of any plants and planting related trash/debris either off-site or at a designated location as identified by the Aviation Authority.

- e. Toxic chemicals are prohibited from being used under this contract. Non-toxic chemicals are allowed for live plants.
- f. There shall be inspection of soil moisture levels and replenishment as necessary to maintain proper moisture content in the soil for each particular plant species.
- g. There shall be inspection of soil, plant roots and plant foliage for pathogens or other sources that can result in damage to the plant material.
- h. Cleaning includes the removal of dust and/or foreign particles from plants, trees, bushes, branches, stems, leaves, as well as the planters (containers) to include soil and mulch.
- i. Contractor shall completely clean up each area being serviced before moving to next service area.
- j. Contractor shall apply pesticides for control of all insects, pests and diseases.
- k. Contractor shall add soil (maintaining existing soil level) and/or moss, or pebbles (to maintain total moss/mulch coverage of two inches <2"> deep).
- l. Old pine bark and/or soil that becomes unsightly (dust or debris) shall be removed from planter and replaced with pebbles or similar product.
- m. Contractor shall prune trees that are not designated as requiring tree pruning, as directed by the AAR, and smaller plants as necessary to retain an attractive shape and height and to avoid contact with the public.
- n. Contractor shall maintain proper growing medium nutrient and organic levels and provide/apply monthly, soil additives to alter drainage and PH.
- o. Contractor shall extract excess liquids from planters as necessary or as instructed by the AAR to avoid root rot problems. In the event excess liquids have been identified, Contractor's hourly rates may be approved in advance by the AAR to perform this service.
- p. The outside of planters shall be cleaned as necessary or as instructed by the AAR, by removing dust, grime or other marks that deter from the planters.
- q. Contractor shall rotate and relocate plant material and planters as necessary or as instructed by the AAR. This will also include the removal of planters as instructed by the AAR.
- r. The Contractor shall provide per this Specification and/or as instructed by the AAR, all replacement plant materials, all chemical products, fertilizers, topsoil (if

required), plant food, pebbles, various saucers and all other procedures to keep the plants in a healthy and vigorous condition of growth.

### **3.9 Tree/Palm Maintenance Services**

- a. The Contractor must maintain all trees and palms which includes watering, dusting, fertilizing, and spraying for insects and/or disease as required.
- b. Tree maintenance services shall be performed bi-weekly for all trees to include palms. All shall be washed and/or hand wiped completely including foliage and branches, to remove dust and dirt.
- c. The Aviation Authority may, from time to time, require Contractor to perform tree maintenance for such trees/palms on a more frequent or less frequent basis than bi-weekly as may be needed to maintain the desired level of cleanliness.
- d. Any adjustments in tree maintenance frequency shall result in a corresponding increase or decrease in the Contractor's compensation based on the unit prices set forth in the Bid Detail Price Form.
- e. Tree/Palm Pruning

When required, Tree and Palm Pruning shall be performed by an arborist certified by the International Society of Arboriculture with not less than three (3) years of experience (to include any subcontractor) and shall follow guidelines set by the American National Standards Institute for tree care operation. In general, pruning will consist of fine pruning, standard pruning, hazard pruning and crown reduction pruning as defined by the National Arborist Association Standards.

### **3.10 Disease and Insect Control**

- a. Contractor shall implement control measures for pests, pathogens and disease infestations and such control measures shall be taken in strict compliance with all federal, state and local regulations.
- b. Upon request, the Contractor shall furnish the Aviation Authority with documentation evidencing such compliance.
- c. 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.
- d. Damage to plant material due to improper spray applications or lack of pest control shall result in replacement of the damaged plant material at Contractor's sole expense.

- e. Contractor shall provide a monthly report, specifying application of pesticides used for control of all insects, pests and diseases, including the list of plants and locations where the services were performed.

### **3.11 Materials/Products**

- a. All additional plants or materials purchased will be based on the percentage indicated in the Detail Bid Price Form for Contractors Mark up for Plant Replacement and other Materials. Contractor must provide a quote showing the actual cost of plant/material before mark-up is applied.
- b. The pricing for the replacement(s) is for the initial replacement of plants, bushes palms, and trees, as based on the Initial Walkthrough, Inspection & Recommendations Report accepted by the AAR. After the initial replacement(s), the Contractor will be responsible to replace any unhealthy or dead plant at its own expense as indicated in the IFB for the contract term.
- c. AAR has final authority on replacement of any plant material. Mark up cost shall not exceed ten-percent (10%). Cost shall include the replacement of plant material, all chemical products, fertilizers, topsoil (if required), moss, mulch, plant food, pine bark, and all other procedures to keep the plants in a healthy and vigorous condition of growth.
- d. Bromeliads, Flowering Annuals and Poinsettias
  - 1) The Contractor shall maintain a schedule of replacing six (6) inch bromeliads every other month (six times per year) or as directed by the AAR.
  - 2) The Contractor shall remove from the premises all replaced bromeliads and flowering annuals. All bromeliads removed during the replacement schedule shall become the property of Contractor. Contractor shall dispose of all flowering annuals removed.
  - 3) Within twenty-four (24) hours of removing existing plants, the Contractor shall deliver, prepare the site for and install new bromeliads and flowering annuals.
  - 4) The Contractor shall not invoice the Aviation Authority for any cost of removing existing plant materials or installing new bromeliads or flowering annuals as such costs shall be included in Contractor's unit price for replacement and removal of bromeliads and flowering annuals.
  - 5) The Contractor shall install eight (8) inch poinsettias during the holiday season from the second week in November to the second week in January



or as directed by the AAR. Contractor shall remove and dispose of all poinsettias no later than the third week in January.

### **3.12 Plant Replacement**

- a. After any initial replacements are completed as listed in Section 3.7, Initial Walkthrough, Inspection & Recommendations Report, the Contractor, at its own expense, will replace any tree, bush or plant that becomes unhealthy or dies during the term of the contract as determined by the AAR.
- b. Within twenty-four (24) hours of removing existing plants, Contractor shall deliver, prepare the site for and install new plants, trees and palms.
- c. The Aviation Authority reserves the right to approve the Contractor's proposed replacements. Replacements are to be completed within five (5) business day of being notified or *based on availability of the plant*.

### **3.13 Plant Replacement Warranty**

- a. All plant replacements shall be made with the same species, size and grade of plant(s) as what was removed, or with another plant of comparable value that has been approved by the Aviation Authority. The replacement plant material must be Foliage No. 1 or better.
- b. The Contractor warrants its workmanship and shall, without additional cost to Aviation Authority, reinstall or replace other installation related defects that occur during the warranty period, including labor and parts.

### **3.14 Condition and Inventory Surveys**

#### **a. Annual Surveys**

- 1) Annually, during the anniversary month of the Contract term the Contractor shall perform an inventory of the plants, trees and palms. The Aviation Authority and the Contractor will assess whether plants are healthy, showing satisfactory appearance, and are free of insects, and other pests or disease.
- 2) The Contractor will be given at least five (5) days advance written notice of the date and time of the inventory survey to be performed. A representative of the Contractor shall be present and will accompany the AAR on the survey to establish a punch list of plantings and material that must be replaced at the sole cost and expense of the Contractor per the terms and conditions of the Contract. The Contractor shall remove and replace promptly any plant material that is unsatisfactory in appearance as determined by the Aviation Authority.

b. **Final Survey**

- 1) A final survey will occur thirty (30) days prior to the expiration or early termination of this Contract and shall be conducted by the Aviation Authority and the Contractor.
- 2) If requested by the AAR, Plant replacement shall be of the same variety, size, species and quality of the original plant materials in place at the start of the Contract. A schedule for these corrective actions will be set by the AAR and shall be adhered to by the Contractor.
- 3) The Aviation Authority shall withhold compensation from amounts owed to the Contractor until corrective work is satisfactorily completed on an established schedule.

**3.15 Trash and Debris Removal**

- a. The Contractor shall remove all trash and debris located within all planters in the Contract area on a daily basis or as instructed by the AAR. Trash and debris to be removed includes, but is not limited to, dead plant material, leaves, branches, paper, cups, cigarette butts and food.
- b. Contractor is responsible for policing planting debris located outside of the planters on a weekly basis or as instructed by the AAR. This includes, but is not limited to, soil, bark, seeds, leaves and branches.
- c. Trash and debris shall be removed to trash containers provided by the Aviation Authority. All areas are to be kept in a clean appearance in and around planters, to include cleaning the outside of the planters.
- d. A fee of \$100 per incident 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.

**3.16 On-Site Supervisor**

- a. Contractor's on-site supervisor or manager shall have a minimum of five (5) years' experience in a supervisory capacity involving projects that demonstrate the experience and skill necessary to manage Horticultural Maintenance Services to be performed under this Contract, to include, pest control, diseased plants and disease prevention.
- b. The On-Site Supervisor for this Contract shall be a full-time employee of the 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.

- c. The On-Site Supervisor will have a current Florida Certified Horticulture Professional (FCHP) Certificate.
- d. The On-Site Supervisor and AAR will conduct weekly inspections based on the approved weekly maintenance schedule.
- e. The person designated by the Contractor as the On-Site Supervisor and any replacement, shall be subject to the Aviation Authority's written approval.
- f. The Contractor's On-Site Supervisor shall be responsible for assuring the Aviation Authority that the work being performed by Contractor is in accordance with this Contract.
- g. The On-Site Supervisor shall be available to the Aviation Authority at any time in the event an emergency condition is declared by the Aviation Authority's Chief Executive Officer, Senior Director, Director of Maintenance or their respective designees.

### **3.17 Staffing (Work Crew)**

- a. Contractor's onsite crew shall consist of a work crew of a minimum of three (3) personnel and one (1) Supervisor.
- b. All work shall be performed by experienced, skilled and thoroughly trained personnel having at least three (3) years documented experience in the interior plant horticultural industry and who are completely familiar with the specified requirements and methods for proper performance of the work in this specification.
- c. 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.
- d. 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.
- e. The Contractor shall be responsible for ensuring that all "lost and found" 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.

- f. A valid Florida driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around Orlando International Airport. Each of the Contractor's motor vehicles brought onto the Aviation Authority's premises shall have the Contractor's business name and/or logo prominently displayed on both front doors of such vehicle.
- g. 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.

### **3.18 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 device for communicating with the Aviation Authority.

### **3.19 Contractor's Tools and Equipment**

- a. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended.
- b. Step stools and ladders will be required for the trees/palms and other tall plants.
- c. Any rental tools and equipment necessary to perform work shall be rented at the Contractor's expense.

### **3.20 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. Contractor shall utilize maximum safety precautions. Contractor is required to inform all workers and concerned persons of the Safety Data on all products being utilized on this contract. No materials or equipment will be left unattended on the site at any time.
- c. 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 the Aviation Authority's representatives. Contractor shall report immediately to the AAR any spillage or dumping of hazardous materials on the

Aviation Authority's property. The Contractor shall also be responsible for the cleanup and any costs incurred for all such incidents.

- d. 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.

### **3.21 Regulations**

- a. The 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.
- e. 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.
- b. 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(s).
- c. The 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 the 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.

### **3.22 Additional Services**

The Contractor may be required to perform additional services beyond the provisions of the Specifications. The Contractor shall obtain written approval for the Additional Services from the AAR or designee for the following but not limited to:

- a. Hourly Labor Rates for additional plant replacement/installation as requested by the AAR.
- b. Hourly Rental Rate for Special Occasions to include plants, trees and large flower arrangements as requested by the AAR. Hourly rate will include providing, set-up and removal.

**3.23 Exhibit 1 Plant Inventory and Locations**

**3.24 Exhibit 2 Terminal Garage Parking Program and Employee Parking Lot Permit Policy.**



#### **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 Liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation for Bid; and written correspondence concerning Bids may be submitted to the Purchasing Department. An appropriate official or employee of the Aviation Authority may initiate communication with a Bidder in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Any official communication from a Bidder during the Bid process should be submitted in writing to the **Greater Orlando Aviation Authority, 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](mailto:GOAA@integritycounts.ca), or through the online reporting form at [www.integritycounts.ca/org/GOAA](http://www.integritycounts.ca/org/GOAA). 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](http://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](http://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:

- 1) **Access to Records.**
  - a) 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.
  - b) 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.

- c) 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.
- d) In compliance with the Disaster Recovery Act of 2018, the non-federal entity and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**2) 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.

**3) No Obligation by Federal Government.**

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

**4) Program Fraud and False or Fraudulent Statements or Related Acts.**

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

**\*\*\*\*\*Remainder of Page Intentionally Left Blank\*\*\*\*\***

## **5.0 CONTRACT**

### **5.1. Contract Instructions**

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

## 5.2. Contract

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

**WITNESSETH**, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to furnish all labor, supervision, equipment, tools, materials and supplies, licenses, permits, chemicals, and all other items necessary or proper for, or incidental to, performing ***interior plant maintenance services within the Orlando International Airport terminals*** in accordance with these Specifications. **23-379-IFB Interior Plant Maintenance Services at the Orlando International Airport**, in accordance with the Contract Documents which consist of the Contract, Bid Price Form, Attachment B, the General Information, the Special Conditions, the Specifications, the Terms and Conditions, the Federal Provisions, any Addenda issued prior to the execution of the Contract, and the Invitation for Bids, each of which are incorporated herein by this reference.

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

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

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

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

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

**"AVIATION AUTHORITY"**

**GREATER ORLANDO AVIATION AUTHORITY**

Official Seal

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

**"CONTRACTOR"**

WITNESSED BY:

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Seal)

By: \_\_\_\_\_

(Signature of Owner or General Partner)

Its: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
Name of Owner or General Partner Printed  
or Typed

Date: \_\_\_\_\_

## 6.0 **BID SUBMITTALS/ ATTACHMENTS**

### 6.1. **Bid Opening**

- a. Bid opening shall be public on the date and time specified. Sealed bids are exempt in accordance with Florida Statute 119.071(1) (b) 2. The names of the firms submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation will be released until such time as the Aviation Authority provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- b. **Bids** must be submitted no later than **11:00 a.m., Tuesday, March 28, 2023** in sealed envelopes bearing the words **"23-379-IFB Interior Plant Maintenance and Services at the Orlando International Airport."**
- c. Each Bidder shall submit three (3) complete sets of the Bid Submittal:  
  
**One hardcopy** marked "ORIGINAL" with **One** Printed Original Bid Price Form.  
  
**One** hardcopy marked "COPY" with **One** Printed Copy Bid Price Form.  
  
**One** COMPLETE electronic copy on a USB drive in PDF format. The Submittal in PDF format shall have *navigational bookmarks* inserted in lieu of any tabs required in the hard copy. The entire submittal shall not exceed a single USB Flash Drive. In cases where there are discrepancies between the electronic PDF and hard copy, the hard copy shall take precedence.
- d. **DO NOT MODIFY OR REISSUE THE BID PRICE FORM; USE THE BID PRICE FORM PROVIDED.** The Excel Bid Price Sheets are to be completed electronically on an Excel spreadsheet. The electronically completed spreadsheet shall be saved on USB flash drive and included with Bid submittal. **The Bid Price Form Excel spreadsheets shall not be recorded in PDF.**
- e. Bid must contain a signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any Bid entry must be initialed.
- f. No Bid may be modified after opening. No Bid may be withdrawn after opening for a period of **ninety (90) days** unless otherwise specified. Pricing will remain firm.

### 6.2. **Delivery of Bid**

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



**Greater Orlando Aviation Authority  
GOAA Annex Building  
Purchasing Department  
5855 Cargo Road  
Orlando, FL 32827-4399**

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

**6.3. Bid Submittals**

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

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

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

### **Attachment A - Bidder's Certification**

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

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

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

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

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

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

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

**Attachment B - Bid Price Form**

**BID PRICE FORM  
GREATER ORLANDO AVIATION AUTHORITY  
23-379-IFB**

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

Bidder's Bid prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Bidder's costs during the initial term of the Contract must be reflected in its prices set forth in its Bid. The Aviation Authority shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Bidder's mistake or miscalculation of prices, underestimation of costs, or for any other reason.

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

The Bidder will be required to furnish all labor, supervision, equipment, tools, materials and supplies, licenses, chemicals, and all other items necessary or proper for, or incidental to, **perform interior plant maintenance services** at the Orlando International Airport in accordance with these Specifications.

**23-379-IFB INTERIOR PLANT MAINTENANCE SERVICES**

**TOTAL FIVE YEAR BID PRICE:**

\_\_\_\_\_ \$ \_\_\_\_\_  
(Print Dollar Amount)

***Note: The figure shown above must match the figure shown on the Bid Price Form, (Excel Worksheet) as the "Total Five (5) Year Bid Price."***

Authorized Signature: \_\_\_\_\_

Name and Title (Typed or Printed): \_\_\_\_\_

Date: \_\_\_\_\_

### **Attachment C - Addendum Receipt Verification**

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

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

## **Attachment D - Bidder's Questionnaire**

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

### **1. CONTACT INFORMATION**

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

### **2. 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**. If the authorized person is not registered on [www.Sunbiz.org](http://www.Sunbiz.org), the Bidder should provide with their Bid submittal proof of authorization on company letterhead.

<u>Name</u>	<u>Title</u>	<u>Indicate Principal or Authorized Authority</u>

### **3. OPERERATIONAL PLAN**

- a. A plan describing how Bidder plans to start operations and bring about a smooth transition of the work to be performed under this Contract. Plan shall describe:
  - (1) How Bidder will handle problems which Bidder anticipates will be encountered to begin operations under the new contract and shall include, but not be limited to, the time period needed for hiring and training of employees, planned interface with Aviation Authority,
  - (2) inventory and delivery of equipment,
  - (3) equipment storage,
  - (4) the processing of I.D. badges,
  - (5) and other items necessary to transition to the contracted services.
- b. Experience
  - (1) Primary line of business: \_\_\_\_\_
  - (2) Years in business: \_\_\_\_\_



- (3) Years performing this type of work: \_\_\_\_\_
- (4) Total number of employees:
- (5) Provide a copy Business License

c. Contractor's Personnel

- (1) Provide the Resumes of Supervisor/Manager.
- (2) What is the current number of company employees?
- (3) Will Additional Staff be hired to meet contract requirements?

d. If awarded this Contract, how will you meet the equipment requirements?

- ☐ Use current owned equipment
- ☐ Lease equipment to meet requirements
- ☐ Purchase additional equipment

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

Firm Name:

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

Name and Title (Print or Type):

\_\_\_\_\_

Date:

\_\_\_\_\_

## REFERENCES

**Ref #1. Customer/Client:**

Date of Services:

Description of Services:

Size of Contract \_\_\_\_\_

Street Address:

City, State, ZIP Code:

Telephone #

Contact Person:

Email:

**Ref # 2. Customer/Client:**

Date of Services:

Description of Services:

Size of Contract \_\_\_\_\_

Street Address:

City, State, ZIP Code:

Telephone #

Contact Person:

Email:

**Ref #3. Customer/Client:**

Date of Services:

Description of Services:

Size of Contract \_\_\_\_\_

Street Address:

City, State, ZIP Code:

Telephone #

Contact Person:

Email:

**Attachment E - Conflict of Interest Disclosure Form**

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

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

Comments:

---

---

---

---

---

Acknowledged by:

---

Firm Name:

---

Signature of Authorized Representative:

---

Name and Title (Print or Type):

---

Date:

---

**Attachment F - Certification Regarding Prohibition Against Contracting with Scrutinized Companies**

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

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

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

Name of Respondent: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MINORITY/WOMEN-OWNED PARTICIPATION  
AND  
LOCAL DEVELOPING BUSINESS FORMS**

**Bidder:** Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**MWBE Firm:** Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**MWBE Contact:** Name: \_\_\_\_\_ Phone (    ) \_\_\_\_\_  
Email: \_\_\_\_\_

Scope of Work	Quantity	Rates	Total

Year 1: \$ \_\_\_\_\_ Year 4: \$ \_\_\_\_\_

Year 2: \$ \_\_\_\_\_ Year 5: \$ \_\_\_\_\_

Year 3: \$ \_\_\_\_\_

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

By: \_\_\_\_\_  
(MWBE Owner's Signature) (Title) (Date)

By: \_\_\_\_\_  
(Bidder's Authorized Signature) (Title) (Date)

Page 87 of 93



**LETTER OF INTENT/AFFIRMATION**  
**Local Developing Business (LDB) / Veteran Business Enterprise (VBE)**  
***(This page shall be submitted for each LDB/VBE Firm)***

**Bidder:** Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**LDB/VBE Firm:** Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**LDB/VBE Contact:** Name: \_\_\_\_\_ Phone (    ) \_\_\_\_\_  
Email: \_\_\_\_\_

**LDB/VBE Certification Agency:** \_\_\_\_\_ Expiration Date \_\_\_\_\_

Scope of Work	Quantity	Rates	Total

Year 1:        \$ \_\_\_\_\_                      Year 4:        \$ \_\_\_\_\_  
Year 2:        \$ \_\_\_\_\_                      Year 5        :\$ \_\_\_\_\_  
Year 3:        \$ \_\_\_\_\_

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

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

**By:** \_\_\_\_\_  
(LDB/VBE Owner's Signature)                      (Title)                      (Date)

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

**By:** \_\_\_\_\_  
(Bidder's Authorized Signature)                      (Title)                      (Date)

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

MONTH ENDING: \_\_\_\_\_

**GREATER ORLANDO AVIATION AUTHORITY**

**MWBE DISBURSEMENT FORM**

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

**CONTRACT:** XXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX  
(Number and Name)

PAYMENTS	Current Year			Previous Years Totals
	(A)	(B)	(C)	(D)
	Current Payment	Previous Payments	Cumulative Payments	Amount
Prime Contractor Payment				
Percent Achieved				
(Total Col E / Total Col A) (Total Col F / Total Col B) (Total Col G / Total Col C) (Total Col H / Total Col D)				

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

**Summary**

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

**Contract Goal:**

**Cumulative Goal Achieved:**   
(Sum of totals G and H / Sum of totals C and D)

**Remarks:**

MONTH ENDING: \_\_\_\_\_

GREATER ORLANDO AVIATION AUTHORITY

LDB/VBE DISBURSEMENT FORM

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

CONTRACT: B02-23 XXXXXXXX XXXXXXXXXX XXXXXXXXXX

(Number and Name)

PAYMENTS

	Current Year			Previous Years Totals
	(A)	(B)	(C)	(D)
	Current Payment	Previous Payments	Cumulative Payments	Amount
Prime Contractor Payment				
Percent Achieved				
(Total Col E / Total Col A) (Total Col F / Total Col B) (Total Col G / Total Col C) (Total Col H / Total Col D)				

LDB/VBE SUBCONTRACTOR/VENDOR

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

Summary

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

Contract Goal:

Cumulative Goal Achieved:

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

Remarks:

#### **Attachment H - Current W9**

**Request for Taxpayer Identification Number and Certification ►**

**Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.**

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

**The *Bidder's* submittal shall demonstrate ability to meet all portions listed in Section 2.5 Insurance Requirements by providing evidence of one of the following:**

- **Certificate of Insurance on Acord form or form acceptable to Aviation Authority,**
- **Signed affirmation of ability to comply from a licensed insurance agent, or**
- **an Insurance Quote**

**Note the Aviation Authority will not accept any change or modification to the Performance Bond or Letter of Credit contained in the Submittal Documents.**

## **Attachment J - E-Verify Acknowledgment**

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

**"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:

Company Name: \_\_\_\_\_  
Authorized Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

\*\*\*\*\*

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_  
(Date)

Notary Public Signature \_\_\_\_\_

**Attachment K – No Bid Response**

**NO BID RESPONSE**

**TO**

**INVITATION FOR BIDS**

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

**GREATER ORLANDO AVIATION AUTHORITY  
GOAA ANNEX BUILDING, TOWER  
PURCHASING DEPARTMENT  
5855 CARGO ROAD  
ORLANDO, FL 32827-4399**

We have received Invitation for Bids, 23-379-IFB Interior Plant Maintenance Services at the Orlando International Airport opening at 11:00 a.m., Tuesday, March 28, 2023, at the Orlando International Airport, Purchasing Department.

Our firm's reason for not submitting is:

---

---

---

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_

Its: \_\_\_\_\_  
Name & Title, Typed or Printed

**ADDENDUM NO: 2  
TO  
PURCHASING 23-379-IFB**

**INTERIOR PLANT MAINTENANCE SERVICES  
ORLANDO INTERNATIONAL AIRPORT  
ORLANDO, FLORIDA**

**March 16, 2023**

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

**ITEM 1.** Change the Bid opening date to **Tuesday, 11:00 a.m., March 28, 2023.**

**ITEM 2.** Remove and Replace the following Pages:

Replace Cover Page 1, Page 6, Page, 18, Page 61 and Page 79 with corrected Cover Page 1, Page 6, Page 18, Page 61, and Page 79.

**\* \* \* \* \* END OF ADDENDUM NO. 2 \* \* \* \* \***

*Janice K. Hughes*

Janice K. Hughes, CPPB  
Senior Purchasing Agent  
[Janice.Hughes@goaa.org](mailto:Janice.Hughes@goaa.org)

**Date: 3/16/2023**





# GREATER ORLANDO AVIATION AUTHORITY

## **23-379-IFB** **Interior Plant Maintenance Services**

**DATE OF ISSUE: Sunday, February 26, 2023**

**PRE- BID CONFERENCE OR GOTOMEETING:**

**Tuesday, March 7, 2023; 10:00 a.m.**

**PRE-BID LOCATION:**

GOAA Annex Building  
**5855 Cargo Road, 1<sup>st</sup> Floor Conference Room Gemini,**  
Orlando, FL 32827- 4399 or attend virtually via a **GoToMeeting:**

**<https://meet.goto.com/804233829>**

*United States (Toll Free): 1 877.309.2073*      Access Code: 804233829

**DEADLINE FOR QUESTIONS: Friday, March 10, 2023, 5:00 p.m., EST**

**DIRECT ALL QUESTIONS & INQUIRES TO:**

**Janice K. Hughes, CPPB**  
Senior Purchasing Agent  
Phone: (407)-825-6425  
Email: **[Janice.Hughes@goaa.org](mailto:Janice.Hughes@goaa.org)**

**IFB DUE: Tuesday, March 28, 2023 no later than 11:00 a.m. EST**

## 1.0 GENERAL INFORMATION

Revised Per Addendum 2

### 1.1 Tentative Schedule

Release Date	February 26, 2023
Pre-Bid Meeting Date (10:00 am EST)	March 7, 2023
Deadline for submission of questions (5:00 pm EST)	March 10, 2023
Release of Addendum, if any	March 14, 2023
Deadline to submit Solicitations (by 11:00 am EST)	<b>March 28, 2023</b>
Procurement Committee (PC)*	<b>April 25, 2023</b>
Recommendation to the Aviation Authority Board*	May 17, 2023

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

### 1.2 Intent/Purpose

- a. The Greater Orlando Aviation Authority, Orlando International Airport, Orlando, Florida, (Aviation Authority) is soliciting sealed bids from qualified Bidders to provide interior horticultural plant maintenance services; to furnish all labor, supervision, equipment, tools, materials and supplies, licenses, permits, chemicals, and all other items necessary or proper for, or incidental to perform the services within Terminals "A", "B " and the Terminal C Complex, to include the Train Station (fka as the South APM). located within the Orlando International Airport in accordance with the Contract Documents.
- b. **The Aviation Authority has established a MWBE/LDB/VBE Participation Goal of 15%. Goal Participation may be obtained by a combination of either MWBE and/or LDB.**

### 1.3 Solicitation Information

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

- a. Merzell USA provides supplier registration services, document fulfillment, and other purchasing related services to the Aviation Authority and to suppliers doing business with the Aviation Authority. **There is no charge to the Bidder to register and any award resulting from this solicitation will not require any payment by the Bidder to Merzell USA.**
- b. If a Pre-Bid Conference is held, please see the Cover Page of this solicitation for the location, date, and time. The purpose of any Pre-Bid Conference is to review and discuss the solicitation (and any addenda) as published. Attendance is not mandatory but is highly encouraged. Bidders are expected to be familiar with the Bid Documents.

## 2.8 MWBE or LDB/VBE Participation Goals

The Aviation Authority has established a MWBE/LDB/VBE Participation Goal of 15%. Goal Participation may be obtained by a combination of either MWBE and/or LDB.

## 2.9 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 15%**, which means that **15% of the total Contract expenditures** should be used to purchase goods or services under the Contract from MWBEs or LDB's.
- e. 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.
- f. 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.
- g. 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

## 6.0 **BID SUBMITTALS/ ATTACHMENTS**

### 6.1. **Bid Opening**

- a. Bid opening shall be public on the date and time specified. Sealed bids are exempt in accordance with Florida Statute 119.071(1) (b) 2. The names of the firms submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation will be released until such time as the Aviation Authority provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- b. **Bids** must be submitted no later than **11:00 a.m., Tuesday, March 28, 2023** in sealed envelopes bearing the words **"23-379-IFB Interior Plant Maintenance and Services at the Orlando International Airport."**
- c. Each Bidder shall submit three (3) complete sets of the Bid Submittal:  
  
**One hardcopy** marked "ORIGINAL" with **One** Printed Original Bid Price Form.  
  
**One** hardcopy marked "COPY" with **One** Printed Copy Bid Price Form.  
  
**One** COMPLETE electronic copy on a USB drive in PDF format. The Submittal in PDF format shall have *navigational bookmarks* inserted in lieu of any tabs required in the hard copy. The entire submittal shall not exceed a single USB Flash Drive. In cases where there are discrepancies between the electronic PDF and hard copy, the hard copy shall take precedence.
- d. **DO NOT MODIFY OR REISSUE THE BID PRICE FORM; USE THE BID PRICE FORM PROVIDED.** The Excel Bid Price Sheets are to be completed electronically on an Excel spreadsheet. The electronically completed spreadsheet shall be saved on USB flash drive and included with Bid submittal. **The Bid Price Form Excel spreadsheets shall not be recorded in PDF.**
- e. Bid must contain a signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any Bid entry must be initialed.
- f. No Bid may be modified after opening. No Bid may be withdrawn after opening for a period of **ninety (90) days** unless otherwise specified. Pricing will remain firm.

### 6.2. **Delivery of Bid**

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

**Attachment K – No Bid Response**

**NO BID RESPONSE**

**TO**

**INVITATION FOR BIDS**

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

**GREATER ORLANDO AVIATION AUTHORITY  
GOAA ANNEX BUILDING, TOWER  
PURCHASING DEPARTMENT  
5855 CARGO ROAD  
ORLANDO, FL 32827-4399**

We have received Invitation for Bids, 23-379-IFB Interior Plant Maintenance Services at the Orlando International Airport opening at 11:00 a.m., Tuesday, March 28, 2023, at the Orlando International Airport, Purchasing Department.

Our firm's reason for not submitting is:

---

---

---

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_

Its: \_\_\_\_\_  
Name & Title, Typed or Printed

**ADDENDUM NO: 1  
TO  
PURCHASING 23-379-IFB**

**INTERIOR PLANT MAINTENANCE SERVICES  
ORLANDO INTERNATIONAL AIRPORT  
ORLANDO, FLORIDA**

**March 7, 2023**

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

**ITEM 1.** Attached is the PowerPoint Presentation and Pre-Bid Sign-in.

**ITEM 2.** Remove and Replace Exhibit 1, Plant Inventory March 2023

**ITEM 3.** Remove and Replace Attachment B, Bidder's Bid Price Schedule.

**ITEM 4.** Add Exhibit 2, Terminal Garage Parking Program and Employee Parking Lot Permit Policy.

**ITEM 5.** Question: Will Parking be provided to Contractor and their Employees?

Answer: *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. Review Exhibit 2 Terminal Garage Parking Program and Employee Parking Lot Permit Policy.*

**ITEM 6.** Question: Can you please send over basic requirements for fulfilling MWBE for this bid IFB?

Answer: ***The Aviation Authority has established a Participation Goal of 15%***. Goal Participation may be obtained by a combination of either **MWBE and/or LDB/VBE**. In addition, the Small Business Development Office will accept Disadvantaged Business Enterprises (DBE) certified by the Florida Unified Certification Program, for the purposes of meeting the MWBE participation, per the Greater Orlando Aviation Authority's MWBE Policy §1200.02 Minority and Women Business Enterprise Program. A directory for DBE firms is located at [DBE Directory \(state.fl.us\)](http://DBEDirectory.state.fl.us).

Bidders can also satisfy the MWBE or LDB/VBE requirement with firms currently certified by either one of the following agencies:

### **MWBE**

- GOAA Business Diversity Management System -  
<https://goaa.diversitycompliance.com/?TN=goaa>
- Orange County -  
<http://apps.ocfl.net/orangebids/minorityvendorlisting/default.asp>  
[\[apps.ocfl.net\]](http://apps.ocfl.net)
- City of Orlando - <https://cityoforlando.mwdbe.com/>  
[\[cityoforlando.mwdbe.com\]](https://cityoforlando.mwdbe.com/)
- FDOT -  
<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspxn>
- Office of Supplier Diversity (OSD) -  
<https://osd.dms.myflorida.com/directories> [\[osd.dms.myflorida.com\]](https://osd.dms.myflorida.com)

### **LDB or VBE (Veteran Business Enterprise)**

- GOAA Business Diversity Management System -  
<https://goaa.diversitycompliance.com/?TN=goaa>  
[\[goaa.diversitycompliance.com\]](https://goaa.diversitycompliance.com)

### **Directory of certified VBE**

- US Dept. of Veterans Affairs, Center of Verification and Evaluation -  
<https://www.vip.vetbiz.va.gov/> [\[vip.vetbiz.va.gov\]](https://www.vip.vetbiz.va.gov/)
- Office of Supplier Diversity (OSD) -  
<https://osd.dms.myflorida.com/directories> [\[osd.dms.myflorida.com\]](https://osd.dms.myflorida.com)

\* \* \* \* \* **END OF ADDENDUM NO. 1** \* \* \* \* \*

*Janice K. Hughes*

Janice K. Hughes, CPPB  
Senior Purchasing Agent  
[Janice.Hughes@goaa.org](mailto:Janice.Hughes@goaa.org)

**Date: 3/7/2023**



GREATER ORLANDO AVIATION AUTHORITY  
PRE-BID GOTOMEETING  
23-379-IFB

March 7, 2023  
10:00 a.m.

<https://global.gotomeeting.com/join/804233829>

DIAL IN FOR AUDIO (REQUIRED):

United States (Toll Free): 1 877 309 2073

Access Code: 804233829

MWBE/ LDB*	NAME	COMPANY NAME	MAILING ADDRESS	PHONE NO.	GoToMeeting
				E-MAIL ADDRESS	
	Janice Hughes	GOAA – Purchasing		407-825-6425	
	Daisily Pagan	GOAA-Facilities		<a href="mailto:Janice.Hughes@GOAA.org">Janice.Hughes@GOAA.org</a>	
	Orlando Santiago	GOAA-Small Business Development Department			
	Alex Brito	AMERICAN CATJMS	AMERICAN CATJMS@	786-487-5118	
	Linda Hanson	GREENEY PRODUCTIONS	GREENEY.COM		
	Cindi DeYoung	GREENEY PRODUCTIONS	1751 Directors Row Orlando, FL 32819	407-363-9151	

## Plant Maintenance Inventory Totals

Location	Total	6" Pot Size	8" Pot Size	10" Pot Size	14" Pot Size	17" Pot Size	21" Pot Size	24" Pot Size	28" Pot Size	45 Gal	100 Gal	Bromeliads
Level 1 - A Side	88		0	32	56							
Level 2 - A Side	24				24							15
Level 1 - B Side	104		1	34	69							
Level 2 - B Side	39			6	33							18
Level 3 - A Side Ticketing	7			1	6							9
Level 3 - B Side Ticketing	4			2	2							
Level 3A Crosswalk	28			17	11							
Level 3B Crosswalk	24			12	12							6
Level 3 A/B Great Hall	24			14	3	2		5				33
Level 3 A/B Hyatt Atrium	443		309	67	37	3	15		12			159
Level 3 A/B West Checkpoint	21			18	3							6
Level 3 A/B East Checkpoint	10			1	8	1						
Airside 1	17				13	4						54
Airside 2	123			29	90	4						28
Airside 3 (Only Hub)	20				16	4						60
Airside 4	113	4		42	51	19	1					81
Train Station	178			113	56	7	2			4	6	80
Executive Offices	19	3	10	4	5							5
<b>Totals</b>	<b>1286</b>	<b>7</b>	<b>320</b>	<b>392</b>	<b>495</b>	<b>44</b>	<b>18</b>	<b>5</b>	<b>12</b>	<b>4</b>	<b>6</b>	<b>554</b>

# Plant Maintenance Inventory

Location: Level 1 - A Side

Floor	Area	Pot Size	Plant	Qty
Tunnel E	End of moving walks	14"	Drac Janet Cane	1
Tunnel E	Elevators	14"	Aglo Silver Bay	1
Tunnel E		14"	Aglo Silver Bay	1
Tunnel E		14"	Lisa Cane	2
Tunnel E		14"	ZZ Plant	1
1st	End - Empty area	10"	Lemon Lime	2
1st		10"	Drac JC Compacta	1
1st	Doors A147-A149	14"	Ficus Lyrata	1
1st		14"	Drac Janet Craig	1
1st		10"	Drac JC Compacta	1
1st		14"	Reflexa	1
1st	Across new Lost & Found	14"	White Bird	1
1st	Inside Door A-145 Express P/U	10"	Aglonema	2
1st	On columns	14"	Rhapis Palm	1
1st	In front of empty counters	14"	Aspidistra	1
1st		14"	Lemon Lime	1
1st	Inside Door A-141	10"	Warnecki	1
1st	Seating at doors to outside	14"	Drac Fragrans	1
1st	Door 139	14"	Aglo Maria	2
1st	Lobby by Elev P33,34,70	14"	Aglo Silver Bay	3
1st	Seating area across from Hertz	10"	Marginata	2
1st		14"	Drac Janet Craig	1
1st		10"	Drac JC Compacta	1
1st		14"	White Bird	1
1st		14"	Aglo Silver Bay	1
1st	Columns	14"	Apidistra	1
1st	In front of Hertz	14"	Drac Lemon Lime	1
1st	In front of Door A-135	14"	Aglo Silver Bay	1
1st	8A Baggage Carousel Seating	14"	Drac Janet Craig	1
1st	On carpet	14"	Sanseveria	1
1st		14"	ZZ Plant	1
Tunnel W	From Rental Cars	14"	Raphis	2
Tunnel W	Elevator lobby	14"	Drac Lisa Cane	2
Tunnel W		14"	Aglonema	1
Tunnel W		14"	Drac Carmen	1
Tunnel W		10"	Spath ML	1
Tunnel W		14"	Dora Cane	1

# Plant Maintenance Inventory

Location: Level 1 - A Side

Floor	Area	Pot Size	Plant	Qty
1st	Seating area across Wrap N Fly	14"	Aglo Silver Bay	2
1st		10"	Sanseveria	1
1st		10"	Ficus Lyrata	1
1st	USO -Elev P1-3	14"	Drac Janet	1
1st		14"	Natal Mahogany	1
1st		14"	Dorado Cane	1
1st	Seating area across Alamo/Dollar	14"	Drac Janet Craig	1
1st		14"	Drac Lisa Cane	2
1st		14"	Aglo Silver Bay	1
1st		10"	Drac Janet Craig	1
1st		14"	Aglo Silver Bay	1
1st		14"	ZZ Plant	1

## Express Pick Up Areas

1st	Door A105 - Express P/U	10"	Aglo Silver Bay	1
1st		14"	Sanseveria Black Gold	2
1st		10"	ZZ Plant	1
1st		10"	ZZ Plant	1
1st		10"	Aglo Silver Bay	1
1st	Door A115 Express P/U	14"	Rhapis Palm	1
1st		10"	Aglo Silver Bay	2
1st	Door A129 Express P/U	14"	Rhapis Palm	1
1st		14"	Sanseveria Zeylanica	1
1st		14"	ZZ Plant	2
1st		10"	Ficus Decora	1
1st		10"	Aglo Silver Bay	1
1st		10"	Aglo Silver Bay	1
1st		10"	Warnecki	1
1st	Door A141 Express P/U	14"	Rhapis Palm	1
1st		14"	Sanseveria Black Gold	1
1st		10"	ZZ Plant	2
1st		10"	Xanadu	2
1st		10"	Rhapis Palm	1
1st	Door A145 Express P/U	14"	Rhapis Palm	1
1st		10"	Drac Janet Craig	1
1st		10"	Sanseveria Zeylanica	2

<b>Total</b>	88
Bromeliads	0
Plants	88

# Plant Maintenance Inventory

Location: Level 2 - A Side

Floor	Area	Pot Size	Plant	Qty
2nd	Southwest	14"	Janet Craig	1
2nd	By Oversize Bags Southwest	14"	Drac Janet Craig	1
2nd	Starbucks Area	14"	Drac Janet Craig	1
2nd		14"	Aglo Silver Bay	1
2nd	By Elev P 43-45	14"	Drac Lisa	0
2nd		14"	Drac Carmen	1
2nd	Frontier Counter	14"	Aglo Silver Bay	1
2nd		14"	Lisa Cane	1
2nd	Next to Door A233	14"	Drac Janet Craig	1
2nd	Divider on hall to Terminal Top	14"	Drac Janet Craig	0
2nd		14"	ZZ Plant	1
2nd			Bromeliad	15
2nd	Terminal Top Elev lobby	14"	Drac Mass Cane	1
2nd		14"	Sanseveria	2
2nd	Baggage Claim #9	14"	ZZ Plant	1
2nd	Baggage Claim #7	14"	Drac Janet Craig	1
2nd	Stairs & Escalators	14"	Drac Janet Craig	1
2nd		14"	Drac Mass Cane	2
2nd		14"	ZZ Plant	1
2nd	Baggage Claim #3	14"	Aglo Silver Bay	1
2nd	Baggage Claim #1	14"	Drac Janet Craig cane	1
2nd		14"	Rhapis	1
2nd	Seating area across from Bag Claim #1	14"	Aglo Silver Bay	1
2nd		14"	White Bird	1
2nd		14"	Drac Janet Craig	1

<b>Totals</b>	39
Bromeliads	15
Plants	24

# Plant Maintenance Inventory

Location: Level 1 - B Side

Floor	Area	Pot Size	Plant	Qty
Tunnel E	Tunnels East End	14"	Drac Mass	1
Tunnel E		14"	Drac Janet Craig Cane	1
Tunnel E		14"	ZZ Plant	1
Tunnel E		14"	Silver Bay	2
Tunnel E		14"	Drac Carmen	1
1st	Disney End	14"	Drac Janet Craig Cane	6
1st		14"	Aglo Maria	1
1st	Between Outside Doors 144/150	14"	Aglo Silver Bay	2
1st	Inside Door B-146 Express P/U	14"	Drac Janet Craig	1
1st	Seating Area by Elev P 7-9	14"	Drac Lisa	1
1st		14"	Aglo Maria	1
1st		14"	Aglo Silver Bay	3
1st		14"	Scheff Amate	1
1st	Column in front of empty counters Mears Shuttle	10"	Rojo Congo	1
1st		14"	Aglo Silver Bay	1
1st	Next to Elev P38	14"	Aglo Silver Bay	1
1st	Back of Elev P10-12	14"	Aglo Silver Bay	1
1st	Lobby of Baggage28B - carsouel	14"	Aglo Silver Bay	5
1st		10"	Ficus Decora	1
1st		10"	Drac Janet Craig Cane	1
1st		14"	ZZ plant	1
1st		10"	Mass Cane	1
1st		14"	Sanseveria	1
1st	National - Columns	14"	Ficus Lyrata	1
1st		14"	Aglo Silver Bay	1
1st	Next to elevator P17-19	14"	Drac Janet Craig	1
1st	Lobby Elev P17-19	14"	Drac Lisa	1
1st		14"	Schefflera Amate	1
1st		14"	Natal Mahogany	1
1st		14"	Aglo Silver Bay	3
1st	Payless Column	14"	Drac Carmen Art	1
1st	Hertz Column	14"	Drac Fragrans	1
1st		14"	Aglo Silver Bay	1
1st		14"	ZZ Plant	2
Tunnel W	Elev Lobby	14"	Drac Janet Craig	1
Tunnel W		14"	Drac Carmen	1

# Plant Maintenance Inventory

Location: Level 1 - B Side

Floor	Area	Pot Size	Plant	Qty
1st	Inside Door B-110 Express p/u	14"	Aglo Silver Bay	2
1st		14"	Drac Janet Craig Cane	1
1st		14"	Drac Mass	1
1st	Seating Area across from empty counter Elev P 32-30	14"	Aglo Silver Bay	1
1st		14"	Rhapis Palm	1
1st		14"	Drac Mass	1
1st	Columns	14"	new plant	1
1st		10"	Aglo Silver Bay	1
1st	Elev P 22-20 - Behind	14"	Mass Cane	2
1st		14"	Drac Mass	1
1st	Next to Elev P20	10"	Drac Lemon Lime	1
1st	Across from Elev P20	14"	Marginata	1
<b>Express Pick Up Areas</b>				
1st	Ext Door B-108 Express P/U	14"	Rhapis Palm	1
1st		10"	ZZ Plant	2
1st		10"	Aglo Nitidum	2
1st	Ext Door B-110 Express P/U	14"	Rhapis Palm	1
1st		10"	Sanseveria	2
1st		10"	ZZ Plant	3
1st		10"	Drac Elegant Cane	2
1st	Terminal Top Elev Lobby	14"	Drac Frag	2
1st		14"	Drac Janet Craig	1
1st	Ext Door B-124 Express P/U	14"	Rhapis Palm	1
1st		10"	Sanseveria	2
1st		10"	ZZ Plant	1
1st		10"	Ficus Decora	1
1st		14"	Drac Lisa	1
1st		10"	Lemon Lime	2
1st		10"	Drac Carmen Art	2
1st	Ext Door B-140 Express P/U	14"	Rhapis Palm	1
1st		10"	ZZ Plant	3
1st		10"	Aglo Nitidum	2
1st		10"	Sanseveria	1
1st		10"	Rojo Congo	1
1st	Ext Door B-146 Express P/U	14"	Rhapis Palm	1
1st		8"	Aglonema	1
1st		10"	ZZ Plant	2



Plant Maintenance Inventory

Location: Level 1 - B Side

Floor	Area	Pot Size	Plant	Qty
			Total	104
			Bromeliads	0
			Plants	104

# Plant Maintenance Inventory

Location: Level 2 - B Side

Floor	Area	Pot Size	Plant	Qty
2nd	Baggage Carsouel 20B	14"	Cat Palm	2
2nd		14"	Drac Janet Craig	4
2nd		14"	Areca Palm	2
2nd	Stairs and Escalator-btw 23&24	14"	Raphis Palm	2
2nd		14"	Drac Janet Craig	2
2nd	Next to Carousel #27 To Terminal top Elev - 3 Lg Containers	14"	Drac Carmen	1
2nd		14"	Aglo Silver Bay	2
2nd			Bromeliads	18
2nd	Terminal top Elev lobby	14"	Drac Janet Craig Cane	1
2nd		14"	Areca Palm	1
2nd	Baggage Carsouel 28B	14"	Drac Janet Craig	1
2nd		10"	Aglo Silver Bay	5
2nd	Seating area by Escalators B 29	14"	Aglo Silver Bay	2
2nd		14"	Drac Mass Cane	2
2nd	Carousel 30	14"	ZZ Plant	1
2nd	o/s Delta Bag Office	14"	Aglo Silver Bay	2
2nd	Seating area across from #32	14"	Drac Carmen Art	2
2nd	Baggage Carsouel 32B	14"	Drac Janet Craig	4
2nd		10"	Schef Amate	1
2nd		14"	Natal Mahogney	1
2nd		14"	Drac Lisa	1

<b>Totals</b>	57
Bromeliads	18
Plants	39

# Plant Maintenance Inventory

Location: Level 3 - A Side

Floor	Area	Pot Size	Plant	Qty
3rd	From Haytt Stairs/Escalators		Bromeliad	6
3rd		14"	14" Drac Reflexa	1
3rd	Elev P43-45	10"	10" Rhaps Palm	1
3rd	Entrance to 50yd Line	14"	14" Drac Lisa Cane	1
3rd	Elevator P 35-37	14"	14" Drac Lisa Cane	2
3rd	From Great Hall stairs to Bag Claim West End	14"	14" Rhaps Palm	1
3rd			Bromeliad	3
3rd		14"	14" Aglo Silver Bay	1

<b>Totals</b>	16
Bromeliads	9
Plants	7

**Plant Maintenance Inventory**

**Location: Level 3 - B Side**

Floor	Area	Pot Size	Plant	Qty
3rd	Elev P72, P37-38	10"	Drac Janet Craig Cane	2
3rd	Elev P 31-32	14"	Drac Camen Art	1
3rd	From Hyatt Atrium Stairs to Baggage East End	14"	Aglo Silver Bay	1

<b>Totals</b>	4
<i>Plants</i>	4

## Plant Maintenance Inventory

Location: Level 3A Crosswalk

Floor	Area	Pot Size	Plant	Qty
3rd	o/s Mango	10"	10" ZZ Plant	1
3rd		14"	14" Rhaps Palm	1
3rd	o/s This Socks	10"	ZZ Plant	1
3rd		14"	14" Aglo Silver Bay	1
3rd	o/s Swavorski	10"	Warnecki	
3rd		10"	10" Drac Carmen Art	1
3rd		10"	Aglo Silver Bay	2
3rd	Under FIDS next to Panda Express	14"	Schefflera Amate	1
3rd	50 yard line Hallway	14"	Drac Mass Cane	1
3rd		14"	Aglo Silver Bay	1
3rd		14"	Drac Mass Cane	1
3rd	Terminal Top Elev lobby	14"	Drac Janet Craig Cane	1
3rd	o/s Book store	14"	Natal Mahogany	1
3rd	o/s The Neighbor	14"	14" Aglo Silver Bay	1
3rd	Around sleeping Man	10"	10" Aglo Silver Bay	4
3rd		14"	14" Aglo Silver Bay	1
3rd		10"	10" ZZ Plant	6
3rd		10"	10" Aglo Maria	2
3rd	2nd Crossover o/s Lids	14"	14" Drac Reflexa	1

<b>Totals</b>	28
<i>Plants</i>	28

# Plant Maintenance Inventory

Location: Level 3B Crosswalk

Floor	Area	Pot Size	Plant	Qty
3rd	o/s Harry Potter / Univ/restrooms	14"	Drac JC Compacta	1
3rd	Around Art Display	14"	ZZ Plant	2
3rd		10"	Aglo Silver Bay	3
3rd	o/s Johnston & Murphy	10"	Drac JC Compacta	2
3rd	o/s Sound Balance & Sol Shades	14"	Aglo Silver Bay	1
3rd		10"	Drac Lemon Lime	2
3rd	o/s Desigual	14"	Drac Janet Carmen	1
3rd		14"	ZZ Plant	1
3rd	Hallway to tkt / Global Entry	14"	Drac Mass Cane	1
3rd		14"	ZZ Plant	1
3rd		14"	Sanseveria Zeyl	1
3rd	Terminal Top Elev Lobby	14"	Aglo Silver Bay	1
3rd	Under Arrival/Departure sign	14"	Warnecki	1
3rd	o/s Cariloha Bamboo	10"	Drac Carmen	1
3rd		10"	ZZ Plant	2
3rd	o/s Skechers	14"	Rhapis Palm	1
3rd			Bromeliads	2
3rd			Bromeliads	4
3rd		10"	Drac Carmen	1
3rd	o/s Immotion	10"	Drac Carmen	1

<b>Totals</b>	30
Bromeliads	6
Plants	24

## Plant Maintenance Inventory

Location: Level 3A/B Great Hall

Floor	Area	Pot Size	Plant	Qty
3rd	o/s Universal	24"	Adonidia Palm	1
3rd			Bromeliads	4
3rd	Corner from Pltr 1W	14"	Pleomele Reflexa	1
3rd	Planter #1 West	24"	Ficus Amstel King	1
3rd		17"	Rhapis Palm	2
3rd		10"	Philo Selloum	6
3rd		10"	Warnecki Lemon Lime	8
3rd			Bromeliads	14
3rd	Orlando Market	24"	Adonidia Palm Triple Trunk	1
3rd			Bromeliads	5
3rd	Outside Disney On Columns	24"	Adonidia Palm Double Trunk	2
3rd			Bromeliads	10
3rd	Chilis Elev P14	14"	White Bird	2

<b>Totals</b>	57
Bromeliads	33
Trees / Palms	5
<i>Plants</i>	19



# Plant Maintenance Inventory

Location: Level 3A/B Hyatt Atrium

Floor	Area	Pot Size	Plant	Qty
3rd	In Ground - round fountain	28"	Adondia Palm	12
3rd	Planter 20 East	21"	Kentia Palm	1
3rd		21"	Kentia Palm	1
3rd		8"	Aglo	32
3rd			Bromeliads	12
3rd	Planter 19 East	21"	Kentia Palm	2
3rd		8"	Aglo	39
3rd			Bromeliads	12
3rd	Planter 18 East	21"	Kentia Palm	2
3rd		8"	Aglo	30
3rd			Bromeliads	12
3rd	Planter 23 East	21"	Kentia Palm	2
3rd		8"	Aglo	35
3rd			Bromeliads	12
3rd	Planter 22 East	21"	Kentia Palm	2
3rd		8"	Aglo	22
3rd			Bromeliads	12
3rd	Planter 21 East	21"	Kentia Palm	2
3rd		8"	Aglo	28
3rd			Bromeliads	12
3rd	Around the Fountain		Bromeliads	16
3rd	Planter #8E	21"	Adonidia Palm	1
3rd		8"	Pothos Golden	30
3rd	Planter #7E	14"	Rhapis Palm	1
3rd		8"	Aglo Silver Bay	14
3rd	By column - lg container	14"	ZZ Plant	1
3rd			Bromeliads	6
3rd	Planter 9E	14"	Rhapis Palm	1
3rd		8"	Drac Warneckii Lemon Lime	10
3rd	Planter 10E	21"	Adonida Palm	1
3rd		8"	Pothos golden	30
3rd	Columns	14"	Aglo Silver Bay	1
3rd	Universal Orla - Column	14"	Marginata	1
3rd	Planter #11 E	14"	Rhapis Palm	1
3rd		8"	Drac Warneckii Lemon Lime	11

# Plant Maintenance Inventory

Location: Level 3A/B Hyatt Atrium

Floor	Area	Pot Size	Plant	Qty
3rd	Planter #12E	10"	Ficus Decora	23
3rd	Planter #13E	17"	Ficus Amstel King	1
3rd		8"	Scheff Arboricola	6
3rd			Bromeliads	6
3rd	o/s Hudson News Stairs & Esc to B side baggage	14"	White Bird	1
3rd		10"	Marginata	2
3rd	o/s Sea World - Planter #1E	14"	Rhapis Palms	1
3rd		8"	Aglo Silver Bay	10
3rd	Planter #2E	10"	Ficus Decora	23
3rd	Planter #3E	21"	Ficus Amstel King	1
3rd		8"	Scheff Var Arboricola	12
3rd			Bromeliads	6
3rd	Column near Escalator to 'A' Baggage	14"	Aglo Silver Bay	1
3rd			Bromeliads	6
3rd	Across from Starbucks	10"	Aglo Silver bay	5
3rd	Green Mile - hallway to GOAA offices	14"	Mass Cane	1
3rd		14"	Natal Mahongany	1
3rd			Bromeliads 3 containers	9
3rd		10"	Drac Carmen	3
3rd		10"	Spath	3
3rd	o/s Entrance to offices	14"	Drac Dorado Cane	1
3rd			Bromeliads 4 containers	6
3rd		14"	Spath	1
3rd		14"	Ficus Lyrata Std	1
3rd		14"	Scheff Amate	1
3rd		17"	Rhapis Palm	2
3rd			Bromeliads around Palm	8
3rd		10"	Aglo Silver Bay	1
3rd		10"	Drac Carmen Art	1
Hallway to Terminal C				
3rd		14"	Drac Cordline	2
3rd		10"	Ficus Decora	2
3rd		10"	Aglo Silver Bay	2
3rd		10"	Rhapis Palm	1
3rd		14"	Drac Lisa Cane	2
3rd		14"	Drac Janet Craig	2
3rd		14"	Drac Carmen Art	3
3rd		14"	ZZ Plant	1

**Plant Maintenance Inventory**

**Location: Level 3A/B Hyatt Atrium**

Floor	Area	Pot Size	Plant	Qty
3rd		14"	Sanseveria Laur	5
3rd		14"	Ficus Lyrata	4
3rd		14"	Aglo Silver Bay	2
3rd		14"	Spath	1
3rd		10"	Mass Cane	1
3rd			Bromeliads	24

<b>Totals</b>	602
Bromeliads	159
Trees/Palms	28
Plants	415

# Plant Maintenance Inventory

Location: Level 3A/B West Checkpoint

Floor	Area	Pot Size	Plant	Qty
3rd	Round planters #1 (AS1Tram)	14"	Rhapis Palm	1
3rd		10"	Aglo Silver Bay	6
3rd	Round planters #2 (in front of chapel)	14"	Rhapis Palm	1
3rd		10"	Aglo Silver Bay	6
3rd	Doors to Chapel		Bromeliads	6
3rd	Round planters #3 (AS3Tram)	14"	Rhapis Palm	1
3rd		10"	Aglo Silver Bay	6

<b>Totals</b>	27
Bromeliads	6
Plants	21

Plant Maintenance Inventory

Location: Level 3A/B East Checkpoint

Floor	Area	Pot Size	Plant	Qty
3rd	Tram Area AS2	10"	Aglo Silver Bay	1
3rd		14"	Drac Janet Craig	3
3rd	Tram Area AS4	14"	Rhapis Palm	2
3rd		14"	Aglo Silver Bay	1
3rd		14"	Drac Mass Cane	1
3rd		17"	Adonidia Palm	1
3rd		14"	Drac Carmen Art	1
Totals				10
Trees/Palms				1
Plants				9



## **GREATER ORLANDO AVIATION AUTHORITY**

Orlando International Airport  
One Jeff Fuqua Boulevard  
Orlando, Florida 32827-4399

### **TERMINAL GARAGE PARKING CARD PROGRAM**

#### **PROGRAM DETAILS**

The Greater Orlando Aviation Authority (GOAA) issues Terminal garage parking cards to authorized tenants at the Orlando International Airport (OIA) for use by its authorized staff personnel. Authorized tenants, upon request and approval, shall be invoiced at the beginning of each month at the rate of \$60.00 plus tax, per parking card. The monthly rate is a prepayment and subject to change as authorized by the Aviation Authority.

Terminal garage parking cards are allocated as follows:

**1. Participating Airlines**

Participating Airlines are entitled to a minimum of two (2) Terminal garage parking cards and a maximum based on the number of permits purchased for the remote employee parking lot. The station manager's Terminal garage parking card will be complimentary.

**2. Non- Participating Airlines**

Non-Participating Airlines are entitled to a minimum of two (2) Terminal garage parking cards and a maximum based on the number of permits purchased for the remote employee parking lot. The carrier's station manager may request additional parking cards. However, each request will be reviewed and considered on a case by case basis.

**3. Airport Concessionaires**

Airport Concessionaires are entitled to a minimum of two (2) Terminal garage parking cards and a maximum based on the number of permits purchased for the remote employee parking lot. Concessionaire's Airport manager may request additional parking cards. However, each request will be reviewed and considered on a case by case basis.

Included herein are the Terminal Garage Parking Program guidelines. These should be considered conditions of issuance and acceptance of an OIA Terminal garage parking card.

# TERMINAL GARAGE PARKING CARD PROGRAM

## OPERATIONAL GUIDELINES

1. Only approved Airport tenants and authorized users can enroll to participate in the Terminal Garage Parking Card Program.
2. Each authorized user shall be required to complete a Vehicle Tag Information Form during sign-up. Parking Card will expire on the expiration date of the vehicle tag as submitted in the Vehicle Tag Information Form. Only vehicles with current tag shall be approved.
3. Issued Parking Card remains property of the Aviation Authority and may be withdrawn at any time. Applicable monthly fees are prepayments and due as indicated in the invoice.
4. Issued Parking Card is non-transferable and intended for work-related reasons of the authorized user's vehicle. Abuse of the parking privilege under this program could result in withdrawal of the card.
5. Issued Parking Card should not be exposed to elements that could affect its operability such as exposure to direct sunlight and laundry. Worn or defective cards will be replaced free of charge upon surrender. Lost or stolen cards should be reported immediately to the GTS Office, and will be replaced at a \$15.00 fee.
6. Authorized user may enter and exit the Parking Garage on either Terminal A or B. The card reader is located on the driver's side on either of the two far right lanes on entry and exit plazas.
7. Authorized user should push button for a parking ticket at the entry gate if the Parking Card does not grant automatic entry. When exiting, the authorized user shall be required to be present their parking card and Airport Identification (ID) badge to the Plaza staff as requested. Authorized user is to follow all instructions as required by the Plaza staff. Upon exiting, authorized user should immediately contact the Ground Transportation Services (Permit Office) for the parking card malfunction to be reviewed and resolved.
8. Any individual using a Parking Card not assigned to him/her shall be responsible for accrued Parking Fees, and Parking Card will be retained by Parking Operations staff as procedural.
9. Authorized user should consider using Terminal Garage and not Terminal Top when parking. Terminal Top parking is preferably designated for use by the traveling public.
10. Due to security measures, important changes may periodically occur which will affect how the authorized user enter and exit the Terminal Garage, including changes to parking locations.
11. All Parking Cards are prepaid for monthly usage. Unless authorization to suspend Parking Card is received by end of prior month, all Parking Cards will be billed at the beginning of each month.

**For any assistance or questions regarding the Parking Access Card, please contact the Ground Transportation Services (Permit Office) at 407-825-2689.**



## TERMINAL GARAGE PARKING CARD APPLICATION

Date: \_\_\_\_\_

Dear Permit Office:

Please issue a Terminal Garage Parking Card \* for the employee(s) listed below.

Company Name \_\_\_\_\_

Employee Name	Title	Vehicle License Plate
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach Individual Vehicle Registrations)

Any changes to this list will be submitted to the Ground Transportation Permit Office as soon as possible.

Sincerely,

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Title \_\_\_\_\_ Signature \_\_\_\_\_

\* **“Notice: Not responsible for loss or damage to vehicles, accessories or articles left therein caused by fire, theft, collision, water, vandalism or any other cause.”**

.....

### FOR OFFICE USE ONLY

Date received _____	Date completed _____
Permits Allocated _____	Permits Issued _____
Remaining Permits _____	Completed by initials _____

## USING THE SKIDATA PARKING SYSTEM

The **Skidata Parking System** uses proximity technology to expedite processing through our parking facility. The system can be used for entry/exit to the A, B and C Terminal Garage Parking.

### ENTRY INSTRUCTIONS:

The entry column reader is located in the two far right entry lanes of the A, B and C garages. Enter the lane and **stop** at the column reader, place proximity card on hotspot reader located underneath ticket dispenser as displayed in the image below. When the gate arm rises, proceed forward.



If the display screen shows, “Entry Not Permitted” or the gate arm does not open, press the ticket button and take a ticket to enter. Keep the ticket in order to exit. Report any problems you may encounter as soon as possible (407-825-2689 or 407-825-2660) so they can be addressed promptly.

### EXIT INSTRUCTIONS:

Follow garage exit signs and use the two far right lanes to exit Terminals A & B Garage Parking. The exit lane at Terminal C will be located on the far left lane.

**Stop** at the reader and display your card as instructed in the entry procedures above. If you encounter problems go to the nearest attendant for assistance.

Remember that **you must have used the card to enter the garage in order to use it when exiting**. If you inadvertently pulled a ticket, use an attended lane as the system will not allow you to exit. You must present your card, ID and ticket to the attendant for processing. You may be asked to sign an ‘exception’ ticket for accounting purposes.

### E-PASS/SUN PASS USERS:

If you are an E-Pass/Sun Pass user, your transponder will only be charged if entered through the 2 left lanes.



## **GREATER ORLANDO AVIATION AUTHORITY**

---

Orlando International Airport  
One Jeff Fuqua Boulevard  
Orlando, Florida 32827-4399

**To:** Airport Community and Users of Employee Parking Lot  
**From:** Greater Orlando Aviation Authority  
**Date:** March 2, 2023  
**Subject:** **Employee Parking Lot – Parking Permit Policy**

The following is a revision to the Employee Parking Lot Permit Policy for Orlando International Airport, initially implemented on July 1, 1990 by the Greater Orlando Aviation Authority (Authority).

- A. Employee Parking (EPL) Permits will only be issued to the following companies or individuals:
- Tenants of Orlando International Airport who have a current space use agreement with the Authority
  - Companies registered by the Authority and licensed to conduct airline or passenger operation services at Orlando International Airport
- B. Between the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) calendar day of each month, employers requesting Employee Parking (EPL) Permits for the Employee Parking Lot will submit to the Ground Transportation Services Permit Office a request letter on company letterhead (see “Company Request Form” attached) that states the number of EPL Permits required for the following month. This request letter must be signed by the company’s “authorized representative” as designated on the Authorized Signature Form on file for your company (see “Authorized Signature Form” attached).
- C. The company authorized representative will be required to pick up the EPL Permits at the Ground Transportation Services Permit Office, and an Authority receipt for the number of EPL Permits issued will be provided to the company authorized representative.
- D. Each company will be allowed to request additional months of EPL Permits, up to a maximum of three (3) months. Your company will be invoiced for the additional months of EPL Permits at the time the request is received.
- E. The employer maintains total responsibility for the distribution of EPL Permits to its employees and will maintain a list of the EPL Permit number given to each employee.

- F. A valid EPL Permit and proper airport identification will be required for entry into the Employee Parking Lot. EPL Permits will be valid through the fifth (5<sup>th</sup>) calendar day of the next month. If an employee does not provide the proper EPL Permit, access to the Employee Parking Lot will be denied. **There will be no exceptions to this policy.**
- G. If an employee is determined to have abused their parking privileges under the EPL Policy, their EPL hangtag may be revoked permanently. Abuse of parking privileges includes but are not limited to an employee engaging in abusive or harassing behavior, whether verbal or physical, or engages in any type of intimidation or aggression towards EPL personnel.
- H. EPL Permits are not transferable and remain the property of the Greater Orlando Aviation Authority.
- I. EPL Permits are not valid for trailers, recreational vehicles, boats, or any similar oversize vehicles. These items will be ticketed and towed at the owner's expense.
- J. Vehicles not displaying a valid EPL permit for the current month, or an EPL that has been expired for more than five (5) days will be removed at the vehicle owner's expense.
- K. The Greater Orlando Aviation Authority is not responsible for loss or damage to vehicles, accessories, or articles left therein caused by fire, theft, vandalism, collision, water or any other cause.
- L. Use or possession of a stolen, forged, or altered EPL Permit will be criminally prosecuted and future parking privileges for responsible individuals will be revoked. Additionally, fraudulent use or use by unauthorized individuals will be criminally prosecuted and future parking privileges for responsible individuals will be revoked.
- M. Lost, stolen, or mutilated EPL Permits will be the EPL Permit owner's responsibility and must be reported to the employer and Ground Transportation Services Permit Office.
- N. New Employees:
- Employers that require an EPL Permit for an employee hired on or before the fifteenth (15<sup>th</sup>) calendar day of a month must submit to the Ground Transportation Services Permit Office a request letter on company letterhead (see "For New Employees Form" attached) that authorizes issuance of the EPL Permit(s) required for the respective month. This request letter must be signed by the company's "authorized representative" as specified in Section B of this policy (See "B" above). Your company will be invoiced for the full cost of each additional EPL Permit issued.
  - Employers that require an EPL Permit for employees hired on or after the sixteenth (16<sup>th</sup>) calendar day of a month must submit to the Ground Transportation Services Permit Office a request letter on company letterhead (see attached) that authorizes issuance of the EPL Permit(s) required for the respective month. This request letter must be signed by the company's "authorized representative" as specified in Section B of this policy (See "B" above) and must include the name(s) of the new hire employee(s). Your company will be invoiced for the full cost of each additional EPL Permit(s) issued.
- O. Terminated Employees
- Employers must return a terminated employee's EPL Permit to the Ground Transportation Services Permit Office on or before the fifteenth (15<sup>th</sup>) calendar day of the month to receive a credit for the EPL Permit. However, your company may choose to issue the EPL Permit to a new employee.

- P. The Authority's Finance Department will invoice your company for the total number of EPL Permits issued.
- Q. Payment will be due the Authority fifteen (15) days from the date of the Authority invoice.  
**Payment must be received by the payment due date. If payment is not received by the due date, EPL Permits will not be issued to the company.**

If you have any questions, please feel free to visit the Ground Transportation Services (Permit) Office, or contact the office by telephone at 407-825-2689.