

Board Date: 06/19/2024
NB Item F



GREATER ORLANDO AVIATION AUTHORITY
Innovation Connecting the World

24-535-IFB HOLIDAY DECORATION SERVICES

Contract Term:
July 1, 2024 to June 30, 2029

Contractor: Miller Lights, Inc.
Contact: Ryan Miller
2578 Enterprise Rd., Ste. 220
Orange City, FL 32763
ryan@millerlightsinc.com

GOAA Dept.: Facilities
AAR: Daisily Pagán
dpagan@goaa.org

GOAA Senior Procurement Agent:
Gabriel Sangiovanni
gabriel.sangiovanni@goaa.org

CONTRACT

This Contract is made and entered into effective as Aug 29, 2024 by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called the Aviation Authority, and MILLER LIGHTS, INC., hereinafter called Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to provide all **labor, supervision, parts and components, tools, equipment, and consumables and all other items necessary or proper for, or incidental to, performing to the installation, removal, storage and refurbishment of holiday decorations within the Orlando International Airport and surrounding support buildings, performing its obligations under Purchasing Contract 24-135-IFB Holiday Decorations** at the Orlando International Airport, in accordance with the Contract Documents which consist of the Contract, Price Pages, 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 Respondent's Response to the Solicitation**, 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 the **Price Pages** subject to such additions and deductions as may be provided in the Contract Documents and any duly approved and executed amendments thereto.

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

GREATER ORLANDO AVIATION AUTHORITY

“AVIATION AUTHORITY”

By: *Kevin J. Thibault*
boxSIGN 1V3Q39J4-1VL6QW95

Name/Title: Kevin J. Thibault CEO

Date: Aug 29, 2024

MILLER LIGHTS, INC.

“CONTRACTOR”

By: *Ryan Miller*
boxSIGN 4W68YJF6-1VL6QW95

Name/Title: Ryan Miller President

Date: Aug 26, 2024

APPROVED AS TO FORM AND LEGALITY

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

Name of Law Firm: Nelson Mullins Riley & Scarborough LLP

By: *Jo O. Thacker* Jo O. Thacker
boxSIGN 1R68P9LP-1VL6QW95 Partner

Date: Aug 26, 2024

MILLER LIGHTS, INC., - PRICING PAGES YEAR 1 THROUGH YEAR 5

Year 1

Repair, Refurbishments and Refresh Holiday Decorations

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	52' Tall Tree, w/drum base	1	Each	\$ 6,062.50	\$ 6,062.50
2	40' Tall Tree, w/platform and fence	1	Each	\$ 6,062.50	\$ 6,062.50
3	25' Tall Tree, w/lighted base	4	Each	\$ 1,012.50	\$ 4,050.00
4	9 ½' Tall Tree	1	Each	\$ 500.50	\$ 500.50
5	7 ½' Tall Tree	1	Each	\$ 312.00	\$ 312.00
6	60" Decorated Wreaths*	15	Each	\$ 29.22	\$ 438.30
7	48" Lighted Wreaths*	40	Each	\$ 29.22	\$ 1,168.80
8	36" Wreaths*	60	Each	\$ 29.22	\$ 1,753.20
9	Wall Trees*	30	Each	\$ 29.22	\$ 876.60
10	Decorated Office Trees (range 6 ½" to 9" tall)*	5	Each	\$ 270.83	\$ 1,354.15
11	Centerpiece	75	Each	\$ 18.05	\$ 1,353.75
12	Escalator Display - TBD	4	Each	\$ 360.00	\$ 1,440.00
13	Garland Displays	15	Each	\$ 26.67	\$ 400.05
14	Airplane Display	1	Each	\$ 1,600.00	\$ 1,600.00
15	Large Light Bulbs Display	1	Each	\$ 1,100.00	\$ 1,100.00
16	Ornament Photo Op Display	1	Each	\$ 1,100.00	\$ 1,100.00

Set-Up and Take Down of Holiday Decorations

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
17	52' Tall Tree, w/drum base	1	Each	\$19,500.00	\$ 19,500.00
18	40' Tall Tree, w/platform and fence	1	Each	\$16,250.00	\$ 16,250.00
19	25' Tall Tree, w/lighted base	4	Each	\$ 4,600.00	\$ 18,400.00
20	9 ½' Tall Tree	1	Each	\$ 203.15	\$ 203.15
21	7 ½' Tall Tree	1	Each	\$ 203.15	\$ 203.15
22	60" Decorated Wreaths*	15	Each	\$ 190.00	\$ 2,850.00
23	48" Lighted Wreaths*	40	Each	\$ 55.00	\$ 2,200.00
24	36" Wreaths*	60	Each	\$ 55.00	\$ 3,300.00
25	Wall Trees*	30	Each	\$ 55.00	\$ 1,650.00
26	Decorated Office Trees (range 6 ½" to 9" tall)*	5	Each	\$ 203.15	\$ 1,015.75
27	Centerpiece	75	Each	\$ 17.34	\$ 1,300.50
28	Escalator Display - TBD	4	Each	\$ 1,425.00	\$ 5,700.00
29	Holiday Décor Rental	1	Each	\$ 1,000.00	\$ 1,000.00
30	Contractors % Mark-Up	75000	Each	\$ 0.15	\$ 11,250.00

31	Garland Displays	15	Each	\$ 190.00	\$ 2,850.00
32	Airplane Display	1	Each	\$ 1,425.00	\$ 1,425.00
33	Ornament Photo Op Display	1	Each	\$ 1,425.00	\$ 1,425.00
34	Various Holiday Decorations	100	Hourly	\$ 81.25	\$ 8,125.00
35	Decorating Services	100	Hourly	\$ 81.25	\$ 8,125.00

Additional Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
36	Skilled Labor	500	Hourly	\$ 81.25	\$ 40,625.00
37	Unskilled Labor	500	Hourly	\$ 81.25	\$ 40,625.00
38	Install/Removal of Holiday Décor Rentals, Supervisor	68	Hourly	\$ 156.25	\$ 10,625.00
39	Install/Removal of Holiday Décor Rentals, Installers	250	Hourly	\$ 81.25	\$ 20,312.50
40	Equipment Rental, Bucket Lift	2	Monthly	\$ 1,969.85	\$ 3,939.70
41	Equipment Rental, Scissor Lift	2	Monthly	\$ 865.20	\$ 1,730.40
42	Equipment Rental, Forklift	2	Monthly	\$ 1,680.15	\$ 3,360.30

Year 2

Repair, Refurbishments and Refresh Holiday Decorations					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
43	52' Tall Tree, w/drum base	1	Each	\$ 6,052.50	\$ 6,052.50
44	40' Tall Tree, w/platform and fence	1	Each	\$ 6,062.50	\$ 6,062.50
45	25' Tall Tree, w/lighted base	4	Each	\$ 1,012.50	\$ 4,050.00
46	9 ½' Tall Tree	1	Each	\$ 500.50	\$ 500.50
47	7 ½' Tall Tree	1	Each	\$ 312.00	\$ 312.00
48	60" Decorated Wreaths*	15	Each	\$ 29.22	\$ 438.30
49	48" Lighted Wreaths*	40	Each	\$ 29.22	\$ 1,168.80
50	36" Wreaths*	60	Each	\$ 29.22	\$ 1,753.20
51	Wall Trees*	30	Each	\$ 29.22	\$ 876.60
52	Decorated Office Trees (range 6 ½" to 9" tall)*	5	Each	\$ 270.83	\$ 1,354.15
53	Centerpiece	75	Each	\$ 18.05	\$ 1,353.75
54	Escalator Display - TBD	4	Each	\$ 360.00	\$ 1,440.00
55	Garland Displays	15	Each	\$ 26.67	\$ 400.05
56	Airplane Display	1	Each	\$ 1,600.00	\$ 1,600.00
57	Large Light Bulbs Display	1	Each	\$ 1,100.00	\$ 1,100.00
58	Ornament Photo Op Display	1	Each	\$ 1,100.00	\$ 1,100.00
Set-Up and Take Down of Holiday Decorations					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
59	52' Tall Tree, w/drum base	1	Each	\$19,500.00	\$ 19,500.00
60	40' Tall Tree, w/platform and fence	1	Each	\$16,250.00	\$ 16,250.00
61	25' Tall Tree, w/lighted base	4	Each	\$ 4,600.00	\$ 18,400.00
62	9 ½' Tall Tree	1	Each	\$ 203.15	\$ 203.15
63	7 ½' Tall Tree	1	Each	\$ 203.15	\$ 203.15
64	60" Decorated Wreaths*	15	Each	\$ 190.00	\$ 2,850.00
65	48" Lighted Wreaths*	40	Each	\$ 55.00	\$ 2,200.00
66	36" Wreaths*	60	Each	\$ 55.00	\$ 3,300.00
67	Wall Trees*	30	Each	\$ 55.00	\$ 1,650.00
68	Decorated Office Trees (range 6 ½" to 9" tall)*	5	Each	\$ 203.15	\$ 1,015.75
69	Centerpiece	75	Each	\$ 17.34	\$ 1,300.50
70	Escalator Display - TBD	4	Each	\$ 1,425.00	\$ 5,700.00

71	Holiday Décor Rental	1	Each	\$ 1,000.00	\$ 1,000.00
72	Contractors % Mark-Up	75000	Each	\$ 0.15	\$ 11,250.00
73	Garland Displays	15	Each	\$ 190.00	\$ 2,850.00
74	Airplane Display	1	Each	\$ 1,425.00	\$ 1,425.00
75	Ornament Photo Op Display	1	Each	\$ 1,425.00	\$ 1,425.00
76	Various Holiday Decorations	100	Hourly	\$ 81.25	\$ 8,125.00
77	Decorating Services	100	Hourly	\$ 81.25	\$ 8,125.00

Additional Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
78	Skilled Labor	500	Hourly	\$ 81.25	\$ 40,625.00
79	Unskilled Labor	500	Hourly	\$ 81.25	\$ 40,625.00
80	Install/Removal of Holiday Décor Rentals, Supervisor	68	Hourly	\$ 156.25	\$ 10,625.00
81	Install/Removal of Holiday Décor Rentals, Installers	250	Hourly	\$ 81.25	\$ 20,312.50
82	Equipment Rental, Bucket Lift	2	Monthly	\$ 1,969.85	\$ 3,939.70
83	Equipment Rental, Scissor Lift	2	Monthly	\$ 865.20	\$ 1,730.40
84	Equipment Rental, Forklift	2	Monthly	\$ 1,680.15	\$ 3,360.30

Year 3

Repair, Refurbishments and Refresh Holiday Decorations					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
85	52' Tall Tree, w/drum base	1	Each	\$ 6,062.50	\$ 6,062.50
86	40' Tall Tree, w/platform and fence	1	Each	\$ 6,062.50	\$ 6,062.50
87	25' Tall Tree, w/lighted base	4	Each	\$ 1,012.50	\$ 4,050.00
88	9 ½' Tall Tree	1	Each	\$ 500.50	\$ 500.50
89	7 ½' Tall Tree	1	Each	\$ 312.00	\$ 312.00
90	60" Decorated Wreaths*	15	Each	\$ 29.22	\$ 438.30
91	48" Lighted Wreaths*	40	Each	\$ 29.22	\$ 1,168.80
92	36" Wreaths*	60	Each	\$ 29.22	\$ 1,753.20
93	Wall Trees*	30	Each	\$ 29.22	\$ 876.60
94	Decorated Office Trees (range 6 ½" to 9" tall)*	5	Each	\$ 270.83	\$ 1,354.15
95	Centerpiece	75	Each	\$ 18.05	\$ 1,353.75
96	Escalator Display - TBD	4	Each	\$ 360.00	\$ 1,440.00
97	Garland Displays	15	Each	\$ 26.67	\$ 400.05
98	Airplane Display	1	Each	\$ 1,600.00	\$ 1,600.00
99	Large Light Bulbs Display	1	Each	\$ 1,100.00	\$ 1,100.00
100	Ornament Photo Op Display	1	Each	\$ 1,100.00	\$ 1,100.00

Set-Up and Take Down of Holiday Decorations

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
101	52' Tall Tree, w/drum base	1	Each	\$19,500.00	\$ 19,500.00
102	40' Tall Tree, w/platform and fence	1	Each	\$16,250.00	\$ 16,250.00
103	25' Tall Tree, w/lighted base	4	Each	\$ 4,600.00	\$ 18,400.00
104	9 ½' Tall Tree	1	Each	\$ 203.15	\$ 203.15

105	7 ½' Tall Tree	1	Each	\$ 203.15	\$ 203.15
106	60" Decorated Wreaths*	15	Each	\$ 190.00	\$ 2,850.00
107	48" Lighted Wreaths*	40	Each	\$ 55.00	\$ 2,200.00
108	36" Wreaths*	60	Each	\$ 55.00	\$ 3,300.00
109	Wall Trees*	30	Each	\$ 55.00	\$ 1,650.00
110	Decorated Office Trees (range 6 ½" to 9" tall)*	5	Each	\$ 203.15	\$ 1,015.75
111	Centerpiece	75	Each	\$ 17.34	\$ 1,300.50
112	Escalator Display - TBD	4	Each	\$ 1,425.00	\$ 5,700.00
113	Holiday Décor Rental	1	Each	\$ 1,000.00	\$ 1,000.00
114	Contractors % Mark-Up	75000	Each	\$ 0.15	\$ 11,250.00
115	Garland Displays	15	Each	\$ 190.00	\$ 2,850.00
116	Airplane Display	1	Each	\$ 1,425.00	\$ 1,425.00
117	Ornament Photo Op Display	1	Each	\$ 1,425.00	\$ 1,425.00
118	Various Holiday Decorations	100	Hourly	\$ 81.25	\$ 8,125.00
119	Decorating Services	100	Hourly	\$ 81.25	\$ 8,125.00

Additional Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
120	Skilled Labor	500	Hourly	\$ 81.25	\$ 40,625.00
121	Unskilled Labor	500	Hourly	\$ 81.25	\$ 40,625.00
122	Install/Removal of Holiday Décor Rentals, Supervisor	68	Hourly	\$ 156.25	\$ 10,625.00
123	Install/Removal of Holiday Décor Rentals, Installers	250	Hourly	\$ 81.25	\$ 20,312.50
124	Equipment Rental, Bucket Lift	2	Monthly	\$ 1,969.85	\$ 3,939.70
125	Equipment Rental, Scissor Lift	2	Monthly	\$ 865.20	\$ 1,730.40
126	Equipment Rental, Forklift	2	Monthly	\$ 1,680.15	\$ 3,360.30

Year 4

Repair, Refurbishments and Refresh Holiday Decorations

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
127	52' Tall Tree, w/drum base	1	Each	\$ 6,214.06	\$ 6,214.06
128	40' Tall Tree, w/platform and fence	1	Each	\$ 6,214.06	\$ 6,214.06
129	25' Tall Tree, w/lighted base	4	Each	\$ 1,037.82	\$ 4,151.28
130	9 ½' Tall Tree	1	Each	\$ 513.00	\$ 513.00
131	7 ½' Tall Tree	1	Each	\$ 320.00	\$ 320.00
132	60" Decorated Wreaths*	15	Each	\$ 29.95	\$ 449.25
133	48" Lighted Wreaths*	40	Each	\$ 29.95	\$ 1,198.00
134	36" Wreaths*	60	Each	\$ 29.95	\$ 1,797.00
135	Wall Trees*	30	Each	\$ 29.95	\$ 898.50
136	Decorated Office Trees (range 6 ½" to 9" tall)*	5	Each	\$ 277.60	\$ 1,388.00
137	Centerpiece	75	Each	\$ 18.50	\$ 1,387.50
138	Escalator Display - TBD	4	Each	\$ 369.00	\$ 1,476.00
139	Garland Displays	15	Each	\$ 27.43	\$ 411.45
140	Airplane Display	1	Each	\$ 1,640.00	\$ 1,640.00
141	Large Light Bulbs Display	1	Each	\$ 1,127.50	\$ 1,127.50
142	Ornament Photo Op Display	1	Each	\$ 1,127.50	\$ 1,127.50

Set-Up and Take Down of Holiday Decorations

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
143	52' Tall Tree, w/drum base	1	Each	\$19,987.50	\$ 19,987.50
144	40' Tall Tree, w/platform and fence	1	Each	\$16,656.25	\$ 16,656.25
145	25' Tall Tree, w/lighted base	4	Each	\$ 4,715.00	\$ 18,860.00
146	9 ½' Tall Tree	1	Each	\$ 208.23	\$ 208.23
147	7 ½' Tall Tree	1	Each	\$ 208.23	\$ 208.23
148	60" Decorated Wreaths*	15	Each	\$ 194.75	\$ 2,921.25
149	48" Lighted Wreaths*	40	Each	\$ 56.38	\$ 2,255.20
150	36" Wreaths*	60	Each	\$ 56.38	\$ 3,382.80
151	Wall Trees*	30	Each	\$ 56.38	\$ 1,691.40
152	Decorated Office Trees (range 6 ½" to 9" tall)*	5	Each	\$ 208.23	\$ 1,041.15
153	Centerpiece	75	Each	\$ 17.78	\$ 1,333.50
154	Escalator Display - TBD	4	Each	\$ 1,460.63	\$ 5,842.52
155	Holiday Décor Rental	1	Each	\$ 1,025.00	\$ 1,025.00

156	Contractors % Mark-Up	75000	Each	\$ 0.15	\$ 11,250.00
157	Garland Displays	15	Each	\$ 194.75	\$ 2,921.25
158	Airplane Display	1	Each	\$ 1,460.63	\$ 1,460.63
159	Ornament Photo Op Display	1	Each	\$ 1,460.63	\$ 1,460.63
160	Various Holiday Decorations	100	Hourly	\$ 83.03	\$ 8,303.00
161	Decorating Services	100	Hourly	\$ 83.03	\$ 8,303.00
Additional Services					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
162	Skilled Labor	500	Hourly	\$ 83.03	\$ 41,515.00
163	Unskilled Labor	500	Hourly	\$ 83.03	\$ 41,515.00
164	Install/Removal of Holiday Décor Rentals, Supervisor	68	Hourly	\$ 160.16	\$ 10,890.88
165	Install/Removal of Holiday Décor Rentals, Installers	250	Hourly	\$ 83.03	\$ 20,757.50
166	Equipment Rental, Bucket Lift	2	Monthly	\$ 2,559.51	\$ 5,119.02
167	Equipment Rental, Scissor Lift	2	Monthly	\$ 1,124.76	\$ 2,249.52
168	Equipment Rental, Forklift	2	Monthly	\$ 2,184.20	\$ 4,368.40

Year 5

Repair, Refurbishments and Refresh Holiday Decorations					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
169	52' Tall Tree, w/drum base	1	Each	\$ 6,369.42	\$ 6,369.42
170	40' Tall Tree, w/platform and fence	1	Each	\$ 6,369.42	\$ 6,369.42
171	25' Tall Tree, w/lighted base	4	Each	\$ 1,063.77	\$ 4,255.08
172	9 ½' Tall Tree	1	Each	\$ 525.83	\$ 525.83
173	7 ½' Tall Tree	1	Each	\$ 328.00	\$ 328.00
174	60" Decorated Wreaths*	15	Each	\$ 30.70	\$ 460.50
175	48" Lighted Wreaths*	40	Each	\$ 30.70	\$ 1,228.00
176	36" Wreaths*	60	Each	\$ 30.70	\$ 1,842.00
177	Wall Trees*	30	Each	\$ 30.70	\$ 921.00
178	Decorated Office Trees (range 6 ½" to 9" tall)*	5	Each	\$ 284.54	\$ 1,422.70
179	Centerpiece	75	Each	\$ 18.97	\$ 1,422.75
180	Escalator Display - TBD	4	Each	\$ 378.23	\$ 1,512.92
181	Garland Displays	15	Each	\$ 28.12	\$ 421.80
182	Airplane Display	1	Each	\$ 1,681.00	\$ 1,681.00
183	Large Light Bulbs Display	1	Each	\$ 1,155.69	\$ 1,155.69
184	Ornament Photo Op Display	1	Each	\$ 1,155.69	\$ 1,155.69
Set-Up and Take Down of Holiday Decorations					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
185	52' Tall Tree, w/drum base	1	Each	\$20,487.19	\$ 20,487.19
186	40' Tall Tree, w/platform and fence	1	Each	\$17,072.66	\$ 17,072.66
187	25' Tall Tree, w/lighted base	4	Each	\$ 4,832.88	\$ 19,331.52
188	9 ½' Tall Tree	1	Each	\$ 213.44	\$ 213.44
189	7 ½' Tall Tree	1	Each	\$ 213.44	\$ 213.44
190	60" Decorated Wreaths*	15	Each	\$ 199.62	\$ 2,994.30
191	48" Lighted Wreaths*	40	Each	\$ 57.79	\$ 2,311.60
192	36" Wreaths*	60	Each	\$ 57.79	\$ 3,467.40
193	Wall Trees*	30	Each	\$ 57.79	\$ 1,733.70
194	Decorated Office Trees (range 6 ½" to 9" tall)*	5	Each	\$ 213.44	\$ 1,067.20
195	Centerpiece	75	Each	\$ 18.23	\$ 1,367.25
196	Escalator Display - TBD	4	Each	\$ 1,497.15	\$ 5,988.60
197	Holiday Décor Rental	1	Each	\$ 1,050.63	\$ 1,050.63
198	Contractors % Mark-Up	75000	Each	\$ 0.15	\$ 11,250.00

199	Garland Displays	15	Each	\$ 199.63	\$ 2,994.45
200	Airplane Display	1	Each	\$ 1,497.15	\$ 1,497.15
201	Ornament Photo Op Display	1	Each	\$ 1,497.15	\$ 1,497.15
202	Various Holiday Decorations	100	Hourly	\$ 85.11	\$ 8,511.00
203	Decorating Services	100	Hourly	\$ 85.11	\$ 8,511.00

Additional Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
204	Skilled Labor	500	Hourly	\$ 85.11	\$ 42,555.00
205	Unskilled Labor	500	Hourly	\$ 85.11	\$ 42,555.00
206	Install/Removal of Holiday Décor Rentals, Supervisor	68	Hourly	\$ 164.17	\$ 11,163.56
207	Install/Removal of Holiday Décor Rentals, Installers	250	Hourly	\$ 85.11	\$ 21,277.50
208	Equipment Rental, Bucket Lift	2	Monthly	\$ 2,943.44	\$ 5,886.88
209	Equipment Rental, Scissor Lift	2	Monthly	\$ 1,293.48	\$ 2,586.96
210	Equipment Rental, Forklift	2	Monthly	\$ 2,511.83	\$ 5,023.66

ANNUAL SUBTOTAL

YEAR 1 SUB-TOTAL	\$ 257,562.80
YEAR 2 SUB-TOTAL	\$ 257,552.80
YEAR 3 SUB-TOTAL	\$ 257,562.80
YEAR 4 SUB-TOTAL	\$ 265,839.96
YEAR 5 SUB-TOTAL	\$ 273,680.04
GRAND TOTAL	\$ 1,312,198.40

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/15/2024

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

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

PRODUCER Insurance & Risk Management of Florida, LLC 1501 East 1st Ave Mount Dora FL 32757	CONTACT NAME: Debbie Buckner PHONE (A/C, No, Ext): 321-214-1990 E-MAIL ADDRESS: debbieb@irmtoday.com		FAX (A/C, No): 321-710-2501													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Ohio Security Ins Co</td> <td>24082</td> </tr> <tr> <td>INSURER B : Ohio Casualty Insurance Co</td> <td>24074</td> </tr> <tr> <td>INSURER C : Nautilus Insurance Co</td> <td>17370</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Ohio Security Ins Co	24082	INSURER B : Ohio Casualty Insurance Co	24074	INSURER C : Nautilus Insurance Co	17370	INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A : Ohio Security Ins Co	24082															
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INSURER C : Nautilus Insurance Co	17370															
INSURER D :																
INSURER E :																
INSURER F :																
INSURED MILLIG-01 Miller Lights, Inc. 2578 Enterprise Road, #220 Orange City FL 32763																

COVERAGES

CERTIFICATE NUMBER: 1295798462

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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	BKS(25)67900659	6/21/2024	6/21/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ESO(25)67900659	7/2/2024	6/21/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability			AN1318625	7/2/2024	6/21/2025	Each Occurrence \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Greater Orlando Aviation Authority is named as additional insured regarding general liability per written contract

CERTIFICATE HOLDER**CANCELLATION**

Greater Orlando Aviation Authority
 5855 Cargo Road
 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

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GREATER ORLANDO AVIATION AUTHORITY

INVITATION FOR BIDS (IFB)

24-535-IFB

Holiday Decoration Services

Solicitation documents are available from the Greater Orlando Aviation Authority's Purchasing and Procurement Department e-Procurement Platform:

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

Search under Projects for: Holiday Decorations

The Aviation Authority's Procurement Department has transitioned to a E-Procurement Platform, OpenGov. Solicitations are posted and electronic responses will be accepted via the e-Procurement Platform.

To get started, click [here](#) to sign up. You will receive an email to activate your account.

For more information about how to register, please see our [help file here](#).

[Registration and Notification of Solicitations](#)

THERE IS NO COST FOR VENDORS TO REGISTER WITH OpenGov

Receiving Electronic Responses to Solicitations

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

Americans With Disabilities Act

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

Responsible Vendor Determination

Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the Aviation Authority may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

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1.0 GENERAL INFORMATION

1.1 Tentative Schedule

Release Date:	Sunday, April 14, 2024
Pre-Solicitation Meeting:	Wednesday, April 24, 2024
Deadline for submission of questions:	Tuesday, May 1, 2024
Release of Addendum:	Tuesday, May 7, 2024
Deadline for return of Solicitation:	Tuesday, May 14, 2024
Procurement Committee Meeting:	Tentatively June 4, 2024
Aviation Authority Board Meeting:	Tentatively June 19, 2024

*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 Solicitations from qualified Respondents to provide Holiday decoration installation, removal, storage and refurbishment (as needed), at the Orlando International Airport.
- b. This Solicitation does not include a Minority and Women Business Enterprise (MWBE) and a Local Developing Business (LDB) / Veteran Business Enterprise (VBE) participation requirement.

1.3 Solicitation Information

- a. Sealed electronic responses will be received for this solicitation through the Greater Orlando Aviation Authority e-Procurement Portal located at <https://procurement.opengov.com/portal/goaa>. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.
- b. **Responses submitted by hard copy, e-mail, telephone or fax shall not be accepted. Responses submitted outside of the designated electronic submission portal shall be rejected as non-responsive regardless of where received.**
- c. **The Aviation Authority shall not be responsible for delays caused by any occurrence, including a technology issue. Any late response will not be accepted.**
- d. The time/date stamp clock located in the electronic submittal portal shall serve as the official authority to determine lateness of any response.

- e. Respondents shall not be allowed to modify their Responses after the opening time and date. Responses may be examined thirty (30) days after the solicitation opening or upon recommendation for award, whichever occurs first.

1.4 **Submitting Questions and Receiving Responses**

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

- a. The purpose of any Pre-Solicitation Conference is to review and discuss the solicitation (and any addenda) as published. Attendance is not mandatory but is highly encouraged. Respondents are expected to be familiar with the Solicitation Documents.
- b. If the Purchasing Department determines that it is necessary to change these dates or times prior to the Solicitation due date, the change will be announced via an addendum and posted on the e-Procurement Portal.
- c. All prospective Respondents shall thoroughly examine and become familiar with the Solicitation package and carefully note the items which must be submitted with the Solicitation as detailed in **Section 6, Submittals**.
- d. Submission of a Response shall constitute an acknowledgment that the Respondent has read and understands the Solicitation Documents. The failure or neglect of a Respondent to receive or examine any Solicitation Document shall in no way relieve it from any obligations under its Response 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.
- e. **Unless otherwise noted, Respondents shall submit *one Response only*.**
- f. Respondent's Solicitation prices shall remain firm for the duration of the Contract Term. Any anticipated increases in Respondent's costs during the term of the Contract must be reflected in its prices set forth in its Response.
- g. The Aviation Authority shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Respondent's mistake or miscalculation of prices, underestimation of costs,

or for any other reason. All of the Respondent's overhead costs, including, but not limited to, costs of the required bonds and insurance coverages, shall be included in such Respondent's prices listed in its Response.

1.5 Communications; Questions Regarding Specifications or Solicitation Process

- a. All communication and contact regarding this solicitation shall be directed to the Senior Purchasing Agent via the e-Procurement Portal, <https://procurement.opengov.com/portal/goaa>.
- b. A copy of the Administration Policies (Sections 180.01 and 180.03) is 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 Respondent or through a lobbyist, agent or third person, to any Aviation Authority staff and/or Committee/Board member who is a member of any committee constituted for the purposes of ranking Solicitations, making recommendations or making an award, is prohibited from the time that the Solicitation is released to the time that the award is made.

1.6 Contract Period

The Contract period will be for **sixty (60) months** with the **Contract** to commence on or about August 1, 2024.

1.7 Price Escalation/De-Escalation (CPI)

- a. The original contract prices shall be firm for the five (5) year contract period. A price escalation/de-escalation **may be** considered after **the 1st** year, and once a year thereafter, provided the Contractor notifies the Aviation Authority, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract's anniversary date.
- b. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.
- c. Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time

of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

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

CPI-U Calculation Example:

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

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

1.8 Notice of Intent to Award Contract

Unless all Solicitations 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 Solicitations to the responsible and responsive Respondent submitting the low Response.

In the event of tie Responses, the Aviation Authority reserves the right to determine the successful Respondent by the method approved by the Aviation Authority in its Policies and Procedures. Respondents 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 Solicitations and to cancel the procurement or to solicit new Solicitations.

1.9 Public Meetings/Public Records

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

1.10 Code of Ethics and Business Conduct Policy

The Aviation Authority has adopted a Code of Ethics and Business Conduct Policy (Section 204.01) which addresses, the obligation of the Aviation Authority's Board members and employees to follow the Florida Statutes in reference to these issues. This includes, but is not limited to, the obligations of the Aviation Authority's Board members and employees with respect to having an interest in business entities, outside employment, gratuities, divulgence of information, unauthorized compensation and acceptance of gifts. Please be aware that any violation of this policy by a Respondent 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 Respondent to Respond 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. Responses will be considered only from Respondents which are regularly engaged in the business as described in this Solicitation package; with a record of performance for the period of time stated in the Minimum Requirements, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated.
- b. The awarded Contractor must be licensed to do business in the State of Florida and perform under the laws of the State of Florida.
- c. Respondent must have a minimum of five years' experience related to Indoor Holiday Decorations for events and large facilities of similar scope and size.
- d. Respondent must provide a list, at minimum, of three (3) entities to include contact information, project name and pictures to affirm its experience in setting up Holiday trees exceeding 40 feet, that were successfully completed.
- e. Respondents must provide copies of the required Licenses and Certifications with their Submittal.
- f. Provide Proof of insurance as outlined in Section 2.4.
- g. Respondents that do not meet the requirements listed as determined by the Aviation Authority, at its sole discretion, will be deemed non-responsive and not considered for award. All decisions made by the Aviation Authority are final.
- h. Each Respondent shall provide one sample of a fully decorated Wall Tree. Wall Trees will be provided during the Pre-Bid Meeting. In the event the Respondent is not able to access the Wall Tree at the Pre-Bid Meeting, they will be available for pick up at the **GOAA Annex Building, Procurement Services**. A sample wall tree will be displayed during the Pre-Bid Meeting to illustrate the decoration requirements. The completed decorated tree shall be delivered to the **GOAA Annex Building, Procurement Services - 2nd Floor located at 5855 Cargo Road, Orlando, Florida 32827**. Failure to submit a decorated wall tree by close of response date and time, will be considered non-responsive.

2.2 References

- a. Respondents shall complete the attached Reference Documentation Form. References shall be for work performed in the last three years which are equal or greater in size, complexity, magnitude and scope of work. A minimum of three (3) references must demonstrate experience and satisfactory performance in providing the services for governmental agencies or commercial firms. The Aviation Authority may be listed as one reference.

- b. Provide a brief description of similar work satisfactorily completed with location, dates of contract, names, email, and telephone numbers of owners by completing the attached reference sheets. Failure of references listed to respond to the Aviation Authority's inquiries may negatively impact the responsibility of the Respondent.
- c. The contact person must have given permission and be expecting contact from the Aviation Authority for reference purposes.
- d. The Aviation Authority reserves the right to reject any Response 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 Evaluation of Award

The Aviation Authority reserves the right to award the Contract to the responsive and responsible Respondent who submits the lowest price, meeting the Solicitation requirements and specifications.

- b. For purposes of this solicitation, the determination of the responsive and responsible Respondent submitting the lowest price shall be made, however, the Aviation Authority reserves the right to consider matters such as, but not be limited to:
 - 1) Total Cost;
 - 2) References. All Respondents are required to submit three (3) references illustrating a minimum of five (5) years' relevant service that are the same or similar in requirements and magnitude of this Solicitation; 3 projects.
 - 3) Meeting the requirements as described in Section 3, Scope of Work/Specifications;
 - 4) Respondents shall provide all documentation as listed in Section 6, Response Submittals.

2.4 Insurance Requirements

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

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

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

- 1) Commercial General Liability insurance covering any and all claims for property damage and bodily injury (including death) and including, but not limited to premises, products and completed operations, and Contractual liability for Contractor's covenants, with a limit of liability not less than **One Million Dollars (\$1,000,000)** per occurrence or not less than **Five Million Dollars (\$5,000,000)** per occurrence, for AOA access; and
- 2) Automobile liability insurance covering each motor vehicle, including but not limited to owned, non-owned, or hired, used in conjunction with providing Services on Aviation Authority property resulting in property damage or bodily injury, including death with a limit of not less than **One Million Dollars (\$1,000,000)** combined single limit per accident or not less than **Five Million Dollars (\$5,000,000)** combined single limit per accident, for AOA access;
- 3) Additional Insured Endorsement. Such above referenced liability insurance shall name the Aviation Authority and the City of Orlando and their members (including, without limitation, members of the Aviation Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents as additional insureds.

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

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

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

- 1) Self-Insured Retention and Deductibles. Contractor's insurance policies shall not be subject to a self-insured retention or deductible exceeding

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

- 2) Insurance policies shall be primary insurance and not contributory to any other valid insurance the Aviation Authority may possess, and that any other insurance the Aviation Authority does possess shall be considered excess insurance only.
- 3) Insurance shall be carried with an insurance company or companies be currently authorized to conduct insurance business in the State of Florida, and must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating and said policies shall be in a form acceptable to the Aviation Authority.
- 4) Any liability insurance maintained by Contractor written on a claims-made form basis will maintain coverage for a period of time determined by the Aviation Authority to be appropriate to cover claims made after the Contractor has concluded its services to the Aviation Authority.
- 5) All insurance required for this Contract shall contain a waiver of subrogation clause, as allowed by law, in favor of the Aviation Authority and the City of Orlando.
- 6) A properly completed and executed Certificate of Insurance on a form provided or approved by the Aviation Authority (such as a current ACORD form) evidencing the insurance coverages required by this Section 2.5 shall be furnished to the Aviation Authority upon the Notice of Intent to Award of the Contract and each renewal thereafter during the term of this Contract and its renewal/extension. Contractor acknowledges that any acceptance of Certificate of Insurance by Aviation Authority does not waive any obligations herein this Contract.
- 7) The Aviation Authority is currently contracted with a third party for the management of all insurance certificates related to Aviation Authority Contracts. Contractors who enter into a Contract with the Aviation Authority will be contacted directly by the third party vendor for insurance certificates and related matters such as expired certificates. An introductory letter will be sent instructing each Contractor of the proper procedures for processing updated insurance certificates as well as any other insurance related matter that may arise over the term of the Contract. Contractors will respond as directed in the introductory letter as well as any further instructions they may receive.

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

2.5 Verification of Employment Status

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

2.6 Identification and Access Requirements

- a. The Contractor is required to conduct an employee background check, or require its Subcontractors to perform an employee background check, in accordance with the requirements herein on each person proposed for employment at Orlando International Airport in connection with this Contract, if such person is an employee of Contractor or an employee of a Subcontractor

for whom the Contractor is required to sign the Aviation Authority's badge application ("Contractor Responsible Employees"). Such background check must be successfully completed prior to such person applying for an access control identification badge with the Aviation Authority. Each background check shall be performed to the following minimum requirements:

- b. Each employee must provide a ten (10) year work history.
- c. The Contractor must confirm the last five (5) years of each employee's work history. Any gaps in employment of thirty (30) days or more during such five year period must be explained in writing by the employee and must be confirmed by the Contractor through W-2s, student transcripts, medical records, or written references of stay-at-home situations from credible local persons such as pastors or priests (which reference must indicate personal knowledge of employee's general work history during the gap period).
- d. The Contractor must check each employee's criminal history for the immediately preceding five years, with such check to be conducted in each county where the employee has lived or worked in such five year period.
- e. The Contractor shall not present any Contractor Responsible Employee to the Aviation Authority's Access Control Office for badging if such person has any unexplained gaps in their work history, has a criminal record that would disqualify them from receiving an access control badge or has an unacceptable termination record.
- f. The Aviation Authority will issue, for a fee, as stated below to all Contractor Responsible Employees an identification badge that will display their picture, name, and other applicable information; and any key(s) required in the performance of the Contract, provided that such person meets the minimum criteria established to receive a badge. At all times while on airport property, the Contractor Responsible Employees are required to display such badges prominently on their uniforms in accordance with the Aviation Authority's guidelines.
- g. 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.
- h. The Contractor shall maintain, and shall require its Subcontractors to maintain, a permanent record in its files of the background information, including drug screening tests, on all current and former employees who are utilized in the

performance of this Contract and, when requested, shall provide such information to the Aviation Authority, TSA, or such other entity as deemed appropriate by the Aviation Authority. 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.

i. Fees Associated with Identification Badges and Keys

The Contractor shall pay all fees associated with identification badges and keys based on the current fee schedule at the time of issuance. The Aviation Authority shall determine the term of each badge at the time of issuance.

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

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

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

2.7 Airport Security

The successful Respondent 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 Small Business Program

Due to the specialized nature of the required services for this project, the Aviation Authority will not require a Minority Women Business Enterprise (MWBE), Local Developing Business (LDB) or Veteran's Business Enterprise (VBE) participation goal. However, Respondents are strongly encouraged to identify and secure participation through the purchase of goods and/or services ancillary to the scope of services.

2.9 Good Faith Effort Requirements – Not Applicable

2.10 Performance/Invoicing

- a. The Aviation Authority shall, at regular intervals, monitor the performance of the Contractor to determine whether the work to be performed under the Contract has in fact been accomplished to Aviation Authority's satisfaction and/or completed in a timely manner.
- b. 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. Charges will be for actual hours worked on the Aviation Authority's site when reporting in and out of the Beachline Warehouse, Central Plant or the Facilities Administration building. Time required for travel to and from the Aviation Authority's site is not eligible for reimbursement. Such time should be included in the Contractor's overhead cost.
- d. The Aviation Authority shall pay the undisputed amount of the 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.
- e. The Contractor shall be obligated to pay promptly all proper charges and costs incurred by the 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 the 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 the Contractor hereunder.

- f. The Contractor's invoice shall generally describe the services rendered by work area and location, type of service, date rendered, and shall contain such other information and is accompanied by such supporting documentation and other materials, as the Aviation Authority shall request. The forms to be used will be provided by the Contractor, with approval of the Aviation Authority.
- g. The Aviation Authority will reimburse the Contractor for reasonable freight and shipping charges incurred with respect to any such reimbursable items, at actual cost, for which parts, materials, equipment rental and other reimbursable items are approved in writing by the Aviation Authority in advance of such shipment. The cost of overnight delivery shall be approved in writing in advance by the AAR. .
- h. The Contractor shall submit all invoices to: Greater Orlando Aviation Authority, Finance Manager, P.O. Box 620125, Orlando, Florida 32862-0125. Invoices may be sent electronically to accounts payable goaa-ap@goaa.org

3.0 SCOPE OF WORK/SPECIFICATIONS

3.1 Overview Scope of Work

- a. The Contractor shall provide all labor, supervision, materials, miscellaneous supplies and consumables, equipment, tools, transportation, and other accessories and all other items necessary for, performing commercial holiday decoration services in Terminals/Airsides A, B, and C, including Train Station, and other Aviation Authority buildings in outlying areas located at the Orlando International Airport in accordance with this Specification.
- b. Work to be performed by the Contractor shall include, but is not limited to, unpacking, preparing, transporting from storage location to installation location, setting up, maintenance, taking down, transporting from installation location to storage location, preparing for storage and putting away Aviation Authority owned holiday decorations in compliance with the requirements specified herein, based on a schedule approved by the AAR, who may be reached at (407) 825-2157.
- c. In addition, the Aviation Authority will notify the Contractor when rental of holiday décor is needed. Contractor's Design Team shall work closely with the AAR to ensure that Aviation Authority's holiday vision is professionally and creatively installed.
- d. For installation instructions see Section 3.2 through Sections 3.6.

3.2 Holiday Décor Rental Design

The Contractor shall submit the design plan for confirmed areas to be decorated prior to installation dates unless an earlier date is required for ordering. These shall include, but are not limited to:

- a. Conceptual drawing indicating which trees, garlands, wreath and/or other holiday décor will have featured lighting to produce the most dramatic effect.
- b. Style of décor and lights and decoration of holiday décor decorations.
- c. Number of strands needed and types of decorations to be used.
- d. Prices for additional lights and extension cords, if applicable.
- e. Methods of installation in relation to the type of holiday décor.
- f. Creative approach utilized, for example, color usage when allowed, new technology being used, orientation of strands, additional decorations for purchase, etc.

- g. Examples of design approach for different types of holiday décor.
- h. Installation and removal timeframe.

3.3 Holiday Décor Rental

- a. The Aviation Authority will notify the Contractor when rental services are needed. The Contractor shall commence the work on a schedule negotiated between the Aviation Authority and the Contractor. The Contractor shall have received a written Aviation Authority work order prior to commencing any rental holiday décor services.
- b. Once a rental request has been submitted, the Contractor and the Aviation Authority shall conduct a walk-through of the area, after which the Contractor shall submit a written estimate which includes labor hours, holiday decors, materials, and rental equipment required for completing the work requested.
- c. The Contractor shall review with the Aviation Authority the holiday décor design and shall provide its best estimate of the hours and costs for the set-up and installation of the holiday décor rental.
- d. The Contractor shall not commence work until the Aviation Authority has approved the estimate and shall not perform services other than as provided in the work order provided to the Contractor.
- e. Unless specified otherwise by the Aviation Authority, all estimate requests shall be completed and provided to the AAR or designee within forty-eight (48) hours of walk-through.
- f. The Contractor shall provide the Aviation Authority with a design for themes such as Christmas, Hanukkah, and Kwanzaa; an efficient installation; proactive in-season maintenance; and a timely post-season removal that accentuate the Aviation Authority's unique features of holiday lighting and decorating plans.
- g. The Contractor shall install premium quality lights and greenery that will create a warm and comfortable holiday environment.
- h. The Aviation Authority reserves the right to change the rental exhibits from year to year as desired.
- i. The Contractor understands that Rental of Holiday Decor is non-exclusive and the Aviation Authority reserves the right to seek additional rental services as deemed necessary and in its best interest.

3.4 Repair/Refurbish/Refresh

- a. All existing Holiday Decoration display items are currently stored in the Beachline Warehouse Facility (“Warehouse”) located at 7317 East McCoy Road. It is expected that all pre-setup activities shall take place at this facility. This is also the location to which all display items will be returned after takedown activities have commenced. Refurbishment is done during the July-September time frame on a schedule approved by the AAR.
- b. The Contractor shall unpack each display item and prepare it for display as follows:
 - 1) All lighted items shall be inspected and tested. Any bulbs or wiring strands that are not functional shall be repaired or replaced.
 - 2) All greenery items, such as tree branches, wreaths, and wall trees, shall be restored or “freshened” to ensure there are no voids in the branches or visible surfaces.
 - 3) All display items shall be otherwise inspected, cleaned, and tested as needed, to ensure that the item will exhibit the intended display appearance.
- c. The Contractor shall take additional care with the following holiday items as follows:
 - 1) Fifty-two Foot (52’) Tall Ring Tree
 - a) The Contractor shall inspect the entire length of each light strand to ensure that the strands are wrapped in a manner in and on the tree branches so that the wiring is concealed.
 - b) The light strand wiring shall be attached to the tree branches by use of plastic “zip ties” and shall be attached in such a manner that allows the tree to be setup and taken down without having to remove any of the lights strands during the set-up or take-down activities.
 - c) The Contractor shall check the branches and support structures and make any necessary repairs as needed.
 - d) The Contractor shall check the drum base for any damages caused during the installation and removal procedures of the previous year to include repairs, painting, etc.
 - 2) Forty Foot (40’) Tall Ring Tree:

- a) The Contractor shall inspect the entire length of each light strand to ensure that the strands are wrapped in a manner in and on the tree branches so that the wiring is concealed.
 - b) The light strand wiring shall be attached to the tree branches by use of plastic “zip ties” and shall be attached in such a manner that allows the tree to be setup and taken down without having to remove any of the lights strands during the set-up or take-down activities.
 - c) The Contractor shall check the branches and support structures and make any necessary repairs as needed.
 - d) The Contractor shall check the Fence for any damages caused during the installation and removal procedures of the previous year to include repairs, painting, etc.
- 3) Twenty-Five Foot (25') Tall Ring Tree:
- a) The light strand wiring shall be attached to the tree branches by use of plastic “zip ties” and shall be attached in such a manner that allows the tree to be setup and taken down without having to remove any of the lights strands during the set-up or take-down activities.
 - b) The Contractor shall check the branches and support structures and make any necessary repairs as needed.
 - c) The Contractor shall check the lighted drum base for any damages caused during the installation and removal procedures of the previous year to include repairs, painting, etc.
- 4) 60” Decorated Wreaths:
- a) The contractor shall replace any decoration that is missing or damaged.
- 5) 48” Lighted Wreaths:
- a) The Contractor shall inspect the entire length of each light strand on the wreath to ensure that the strands are wrapped in a manner in and on the wreath so that the wiring is concealed.
 - b) The Contractor shall attach the light strand wiring to the wreath branches by use of “zip ties”.

- c) The Contractor shall replace any non-functional lamps with new lamps provided by the Aviation Authority.

- 6) 36" Ball Wreaths:
 - a) The Contractor shall replace any decorative ball that is missing or damaged.

- 7) 48" Wall Trees:
 - a) The Contractor shall inspect the entire length of each light strand and replace any non-functional lamps with new lamps provided by the Aviation Authority.

- 8) Decorated Office Trees (6 ½ to 9' tall):
 - a) The Contractor shall inspect the entire length of each light strand and replace any non-functional strands with new provided by the Aviation Authority.

- 9) Garland:
 - a) The Contractor shall check the garland and support structures and make any necessary repairs as needed.

- 10) Various Holiday Decorations:
 - a) Airplane display:
The Contractor shall check the airplane for any damages caused during the installation and removal procedures of the previous year to include repairs, painting, etc.

 - b) Large Light bulbs:
The Contractor shall check the large light bulb decorations and make any necessary repairs as needed.

 - c) Ornament photo op display:
The Contractor shall inspect the entire length of each light strand and replace any non-functional strands with new provided by the Aviation Authority.

3.5 Set Up/Take Down

- a. The Contractor shall transport display items to the following locations and after the times indicated, based on a schedule approved by the AAR as follows:

***All setup times should be disclosed as directed by the AAR**

ITEM	DESCRIPTION	QTY	DISPLAY LOCATION	SET UP AFTER
	52' Tree, w/surround base	1	Terminal C	8:00 AM
	40' Tall Tree, w/platform and fence	1	Hyatt Atrium	8:00 AM
	25' Tall Tree, w/lighted base	6	A/S 4 Hub A/S 3 Hub A/S 1 Hub Train station	5:00 PM
	9 ½' Tall Tree	1	Lobby of Authority Offices on 3 rd Level	5:00 PM
	7 ½' Tall Tree	1	Lobby of Annex Bldg Offices	5:00 PM
	60" Decorated Wreaths	42	TBD	5:00 PM
	48" Lighted Wreaths	45	L2, "A" Baggage L2, "B" Baggage	5:00 PM
	36" Wreaths	60	L1, "A" Rental Car L1, "B" Rental Car	5:00 PM
	Wall Trees	50	Various Locations	5:00 PM
	Decorated Office Trees (range 6 ½" to 9" tall)	5	Various Locations	5:00 PM
	Centerpiece	75	TBD	TBD
	Garland		Various locations	5:00 PM
	Various Holiday Decorations		Various Locations	5:00 PM
DISPLAYS				
	Display TBD		L3, "B" Atrium Escalator	5:00 PM
	Display TBD		L3, "A" Atrium Escalator	5:00 PM
	Display TBD		L3, "A" Great Hall Escalator	5:00 PM
	Display TBD		L3, "B" Great Hall Escalator	5:00 PM
	Airplane Display		Terminal C	5:00 PM
	Large Light bulbs		Terminal C	5:00 PM
	Ornament Photo Op Display		GTF Bridge	5:00 PM

- b. The Contractor shall commence set-up activities on or about November 10th and shall complete such activities by no later than December 7th. The Aviation Authority reserves the right to change the set-up dates.

- c. The Contractor shall decorate the Decorated Office Trees with decorations provided by the Aviation Authority and/or contractor, ensuring that the

decorations are balanced in appearance with no holes showing through the branches of the tree. All decorations must be pre-approved by the AAR.

- d. The Contractor shall be responsible for installing the platform for the 40' tall ring tree on top of the fountain located in the atrium of the hotel facility.
- e. The Contractor shall provide safety harnesses and utilize the bucket and scissor lift to set up and take down the fifty-two foot (52') ring tree, and forty foot (40') ring tree. The Contractor shall ensure that these equipment are used in a safe and responsible manner at all times. Operators shall comply with all Aviation Authority requirements and regulations and shall wear safety harnesses at all times when one of these pieces of equipment is in use.
- f. The Contractor shall transport, set up, take down, and transport back centerpieces on the same day as the function for which they are needed at the direction of the AAR.
- g. The Contractor shall be responsible for ensuring that each Holiday decorated item and/or display is consistent in appearance with no voids in greenery or lights and that all items in the installed display are functioning for the term of the display period.
- h. The Contractor shall be required to respond to lighting issues within four (4) hours of notice.
- i. The Contractor shall be required to respond to emergency or safety issues within two (2) hours of notice.
- j. The Contractor shall commence take-down activities on or about January 2 and shall complete such activities by no later than January 15.
- k. The Contractor shall ensure that each display location is returned to its regular appearance. The Contractor shall be responsible for cleaning the area and removing any debris.
- l. 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 Vice President of Facilities or designee.

- m. The Contractor shall familiarize itself with access to various Aviation Authority facilities and shall be responsible for delivery of all equipment, tools and materials to display locations.
- n. The Contractor shall advise the Aviation Authority of any defect or condition that may adversely affect the work, including any defect or condition that is not covered under the scope of work of this Specification.

3.6 Storage/Packing Up

- a. The Contractor shall be responsible for transporting all décor items back to the Beachline Warehouse, preparing the items and any decorative elements for storage, and packing all items up.
- b. The Contractor shall use packing methods appropriate for each item to ensure that the items are protected and kept clean while in storage.
- c. The Contractor shall use packing methods that include the repelling of insects and pests.
- d. The Contractor shall ensure that the area used in the Beachline Warehouse for its activities is clean and orderly.
- e. The Contractor shall complete storage activities by no later than February 2. This is to include a full cleanup of the warehouse (sweeping, etc.)

3.7 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 the work. The Contractor shall take all necessary precautions for safety of and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby.
- b. Holiday lighting decorations shall be installed by experts in the safest and most efficient manner possible. The Contractor shall take all necessary precautions for safety of and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby.

- c. The Contractor shall report immediately to the AAR any spillage or dumping of hazardous materials on Aviation Authority property.

3.8 Regulations

- a. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- b. The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.
- c. The Contractor shall comply with Federal and State right-to-know laws if hazardous materials are used. The SDS (Safety Data Sheets) shall be made available to all workers and Aviation Authority's Authorized representatives. The Contractor shall report immediately to the AAR any spillage or dumping of hazardous materials on Aviation Authority property. The Contractor shall also be responsible for the cleanup and any costs incurred for all such incidents.
- d. During the performance of this Contract, the Contractor shall keep current and, if requested by the Aviation Authority, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. The Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.

3.9 Work Hours

- a. Standard Work Hours - The Contractor shall normally perform refurbishment activities which include but are not limited to unpacking, inspection, repair, display preparation work, storage preparation work, packing-up, refurbishing and refreshing work, on-site at the Beachline Warehouse, between the hours of 9:00 AM and 4:00 PM, Monday through Friday, excluding Aviation Authority observed holidays (Standard Hours). The Contractor shall perform the setting-up and taking-down activities at the times listed in under Section 3.5 or adjust its work schedule, as requested by the AAR, when Services being performed are found to have an adverse effect on airport operations.
- b. Response Time for Regular Service Calls - The Contractor shall respond verbally by telephone to a written or verbal request by the AAR or the Central Plant Dispatcher within four (4) hours of receiving the request and shall commence on-site repair or replacement services within twelve (12) hours from the time AAR's written request is received by the Contractor.

- c. Response Time to Emergency Call Services – The Contractor shall physically respond to emergency call services within two (2) hours of notification if any of Contractor’s technicians are on site. The Contractor shall physically respond to emergency call services within four (4) hours at all other times, seven (7) days per week, 365 days per year.
- d. Non-Standard Work Hours – The Contractor may arrange to perform work during non-standard work hours with prior written approval of the AAR. Contractor shall advise the AAR forty-eight (48) hours in advance of its projected work schedule.
- e. The Aviation Authority Holiday Work - The Contractor shall perform no work during weekends, or the 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. Emergency Conditions - In the event an emergency condition is declared by the Aviation Authority’s Chief Executive Officer, Chief Operating Officer, Vice-President of Facilities or their respective designees, the Contractor will perform work during such hours as specified by the Aviation Authority.
- g. Sign-In and Sign-Out Log - The Contractor’s personnel shall, upon arrival, check-in with the AAR at the Beachline Warehouse. Upon completion of the work, the Contractor’s personnel shall check-out with the AAR.
- h. Charges will be for actual hours worked on the Aviation Authority’s site when reporting in and out of the Beachline Warehouse Facility. Contractors invoice for work must match the AAR sign in/out log at the Beachline Warehouse. Time required for travel to and from the Aviation Authority’s site(s) is not eligible for reimbursement.

3.10 Performance Requirements

- a. The Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract specifications, industry standards and manufacturers’ specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the Aviation Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Aviation Authority.
- a. The Contractor shall provide an adequate number of skilled workers who are thoroughly trained and experienced in providing Services of the types that are

the subject of this solicitation. The Contractor shall provide the necessary equipment to install and take down the holiday decorations.

- b. All work shall be coordinated with the AAR who may be reached at (407) 825-2157. The AAR shall have sole and final theme selection and approval authority. The AAR's approval must be obtained prior to commencing any decoration activity.
- 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. The Contractor shall utilize maximum safety precautions. 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. The Contractor is required to inform all workers and concerned persons of the Safety Data Sheets on all products being utilized on this project. No materials or equipment will be left unattended or stored on the project site at any time.
- e. The Contractor shall be responsible for providing all transport vehicles necessary for performance of the Services. All such vehicles shall be covered in order to protect the decorated items. Note: Level 3 (Enplane Drive) is restricted to vehicles with a GVW below 26,000 lbs.).
- f. The High Bucket Lift, Scissors Lift and Forklift shall be operated by a certified operator and shall be run by means other than an internal combustion engine that uses fuel or LP gas. Both items shall have non-pneumatic tires that will not damage existing carpet or tiles. The Bucket lift must be able to extend up to a fifty-five foot (55') height to reach the top of a fifty-two foot (52') tree. The Scissor Lift must have sufficient capacity to allow the operator to place holiday decoration items at a height of thirty feet 30'. The Contractor shall schedule the delivery and pick-up of High Bucket Lift and Scissors lift, provide personnel to unload and load such equipment to the designated areas determined by the AAR. It is the Contractor's responsibility to utilize equipment that is compatible with the designated access routes to the various display locations. Such access routes will be determined by the AAR.
- g. Once the Contractor has started work at a specific display location, such work shall continue in an expeditious manner until completed. At no time shall set-up or take down activities be left partially completed without prior written approval of the AAR.
- h. The Contractor shall be responsible for replacing any floor covering (i.e., carpet, tile, etc.) damaged during the performance of these Services due to the Contractor's negligence at the Contractor's sole expense.
- i. The Contractor solely shall be responsible for the costs to repair or replace any finishes, furniture, fixtures, and/or decoration items damaged or marred by the

performance of these Services. The Contractor shall report any and all damages to the Aviation Authority by contacting the AAR at (407) 825-2157.

- j. To prevent unauthorized access to the work area, the Contractor shall be required to use an AAR approved barricade while performing the holiday decoration services. It shall be at least four feet high and continuous so as to deter unauthorized access to the work area.
- k. The Contractor shall advise the Aviation Authority as soon as practical of any defect or condition which may adversely affect the execution of the activities required in this Specification, which is not covered under the scope of the resulting purchase order.

3.11 Items Provided by the Aviation Authority

- a. The Aviation Authority will provide the Contractor with escorts, as needed, to access certain work areas as applicable.
- b. The Aviation Authority will provide the Contractor with parking access for its company vehicles per Section 3.13.
- c. The Aviation Authority will provide storage area for the Bucket Lift during the holiday decoration services.
- d. The Aviation Authority will provide all decoration items listed in the bid forms, including but not limited to any and all light strands and any other decorating materials necessary for the services provided under this solicitation.
- e. The Contractor shall return any excess string lights and/or decorating materials to the AAR.
- f. Additional bulbs and/or light strands removed shall be transported to the location designated by the ARR for recycling.

3.12 Contractor's Personnel

- 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.
- b. The Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization

Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States.

- c. 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.
- d. The Contractor shall maintain a drug-free workplace in accordance with the Florida Drug-free Workplace Act. No employee shall be hired by a Contractor for work on Aviation Authority's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the Aviation Authority, if requested.
- e. The 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 the Contractor.
- f. 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. 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.
- g. 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.
- h. While working on airport property all of the 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.
- i. The person (s) designated by the Contractor as the on-site supervisor and one (1) assistant, and any replacement shall be badged and subject to the Aviation Authority's prior written approval. The Contractor's on-site supervisor shall be responsible for assuring the Aviation Authority that the Services performed by the Contractor are in accordance with this Specification.

- j. The on-site supervisor assigned by the Contractor to fulfill its obligations, shall represent the Contractor in the performance of the Contractor's obligations under any resulting purchase order, and that all instructions and notices given by the Aviation Authority to the on-site supervisor shall be as binding as if given to the Contractor, and all statements made by such on-site supervisor shall be as binding as if made by the Contractor. The on-site supervisor shall be available to the Aviation Authority at any time in the event of an emergency condition as declared by the Aviation Authority's Chief Executive Officer, or designee.

- k. On-Site Supervisor for this Contract shall:
 - 1. be on-site during all phases of the refurbishment, installation and take down covered by this Contract.
 - 2. have overall responsibility for the work to be performed by the Contractor under this Contract, and shall be authorized to represent and act on behalf of the Contractor in matters pertaining to the Contractor's operations and activities, and otherwise carryout the requirements of the Contract.
 - 3. Must have a minimum of five (5) years' experience in setting up and taking down a fifty-two foot (52') ring tree or larger.
 - 4. The Contractor shall provide, at all times of setting up and taking down, a crew of a minimum of six (6) people.

3.13 Material/Parts Provided by the Contractor

Contractor shall provide all the necessary, miscellaneous supplies and consumables, equipment, tools, transportation, and other accessories including but not limited to nuts, bolts, washers and all other items necessary for, providing holiday decoration services. This includes the rental holiday décor services.

3.14 Contractor's Tools and Equipment

- a. The Contractor shall be solely responsible for furnishing all tools, supplies, equipment and all other items necessary to perform the work under this Specification.
- b. The Aviation Authority reserves the right to inspect and approve any and all tools, equipment or apparatus prior to Contractor's use of such on the Aviation Authority's premises.
- c. The Contractor's equipment used on the Aviation Authority's premises shall be maintained in an operable condition at all times and the Contractor shall ensure that such equipment is operated in compliance with proper safety procedures

and practices. If the AAR determines, in its sole discretion, that a piece of Contractor's equipment is un-presentable, leaking, or in poor working condition, the Contractor shall promptly remove such equipment from the premises and replace it with equipment that meets the AAR's approval.

- d. The Contractor shall maintain, at its sole cost and expense, reasonable amounts of insurance to protect against losses due to theft, vandalism or similar events, which might result in damage or loss of Contractor's equipment, materials, tools, supplies, or chemicals.
- e. The Aviation Authority shall have the right, but not the obligation, at any time, to examine the equipment, vehicles, tools, materials and supplies used by the Contractor, or by its officers, subcontractors and agents in the performance of the Contractor's obligations under these Specifications. If the Aviation Authority determines that such is unsafe or not in good working condition, the Aviation Authority has the right to direct the Contractor to remove it from service and repair or replace it promptly.

3.15 Inspection and Approval

- a. Upon completion, the AAR will inspect areas where work has been performed. The Contractor shall provide daily work sheets stating area where work was accomplished, name(s) of personnel and hours worked. The AAR shall sign off the daily work ticket when work is satisfactorily completed. Any deficiencies noted during any inspection shall be corrected immediately by the Contractor.
- b. Upon completion of repair/refurbish/refresh activities in Section 3.4, the AAR and the Contractor will conduct an inspection of the work performed by the Contractor.
- c. Upon completion of set-up activities in Section 3.5, the AAR and the Contractor will conduct an inspection of the work performed by the Contractor.
- d. Upon completion of take-down and storage activities in Section 3.5, the AAR and the Contractor will conduct an inspection of the work performed by the Contractor and ensure that all boxes are sealed properly.
- e. Any deficiencies noted during any inspection shall be corrected immediately by the Contractor at the Contractor's expense.

3.16 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.

3.17 Use of Premises

During the progress of the work specified herein, the Contractor shall keep the premises free from accumulation of waste materials and other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials and debris from and about the premises, as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the Aviation Authority. All waste materials associated with this project shall be handled in accordance with all federal, state and local regulations. The Contractor shall provide the appropriate certifications and records that verify an accredited hazardous material disposal company disposed of the materials.

3.18 Additional Work

- a. The Contractor shall be required to perform additional work if required beyond the other provisions of the Specifications. Before such performance, the Contractor shall obtain written approval for the Additional Work from the AAR or designee.
- b. Additional work shall refer to any enhancements, decorating, relighting, modifications, repair, refurbishment, or replacement activities of any decoration item that is not already included in the unit prices provided in the Contractors bid for the item.
- c. Additional work shall be performed only upon written authorization of the AAR or designee.
- d. Additional work will be invoiced by the Contractor at the hourly rates provided in its bid.

4.0 AVIATION AUTHORITY STANDARD TERMS AND CONDITIONS

4.1 Intent to Award-Appeal

Any Respondent who is adversely affected by a decision or intended decision concerning this competitive solicitation or contract award and who wants to appeal such specifications, decision, or intended decision shall file an appeal within five (5) business days and in compliance with the Aviation Authority's Policy 110.04, Appeal Process. Failure to file an appeal in accordance with the Aviation Authority's Policy 110.04, shall constitute a waiver of the appeal process.

The intent to award to a Respondent, if any, will be posted on the Aviation Authority's Website for review by interested parties, and will remain posted for a period of five (5) business days; excluding weekends, federal holidays, and Aviation Authority's holidays. Failure to file an appeal in accordance with the above stated policy shall constitute a waiver of the appeal process.

4.2 Awards

The Aviation Authority reserves the right to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all Responses or waive any minor irregularity or technicality in Responses received. Contractors are cautioned to make no assumptions as to a Response being responsive and responsible. All awards made as a result of this Response shall conform to applicable policies of the Aviation Authority. The Aviation Authority reserves the right to cancel an awarded Response upon due cause—i.e., Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.

4.3 Additional Terms & Conditions

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

4.4 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).

4.5 Lobbying Statement

All firms are hereby placed on notice the Aviation Authority Board and staff shall not be contacted about this Solicitation. Firms and their agents are hereby placed on notice that they are not to contact members of the Aviation Authority staff and/or Committee/Board member (with the exception of designated Purchasing Agent).

Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Solicitation and written correspondence concerning Responses may be submitted to the Purchasing Department. An appropriate official or employee of the Aviation Authority may initiate communication with a Respondent in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Any official communication from a Respondent during the Solicitation process should be submitted in writing to the **GOAA Annex Building, Purchasing Department, 5855 Cargo Road, Orlando, FL 32827- 4399**, or via the e-Procurement Platform as directed during the Solicitation 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 Aviation Authority 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))

4.6 Whistle Blower Reporting Line

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

4.7 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.

4.8 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.

4.9 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.

4.10 Discounts

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

4.11 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.

4.12 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 this Solicitation are entirely the obligation of the Contractor and shall not be chargeable in any manner to the Aviation Authority.

4.13 Taxes

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

4.14 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.

4.15 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.

4.16 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.

4.17 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.

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

4.19 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.

4.20 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.

4.21 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.

4.22 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.

4.23 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.

4.24 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.

4.25 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.

4.26 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.

4.27 Conflict of Interest

The award hereunder is subject to provisions of the laws of the State of Florida. All Contractors must disclose with their Response 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.

4.28 Drug-Free Workplace

Whenever two or more Responses, 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 Response 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.

4.29 Discriminatory Vendor List

An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Response for a Contract to provide goods or services to a public entity, shall not submit a Response on a Contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Responses 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.

4.30 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 Response on a Contract to provide any goods or services to a public entity, may not submit a Response on a Contract with a public entity for the construction repair of a public building or public work, may not submit Responses 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 \(myflorida.com\)](#)

4.31 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.

4.32 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.

4.33 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.

4.34 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.

4.35 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.

4.36 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.

4.37 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.

4.38 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.

4.39 Federal Funding Limitation, If Applicable

Contractor understands that funds to pay for Contractor's performance under this Contract are anticipated to be made available from the United States Department of Transportation through the Federal Transit Administration (FTA). All funds must be approved and administered by FTA. The Aviation Authority's obligation hereunder is payable from funds that are appropriated and allocated by FTA for the performance of this Contract. If funds are not allocated, or ultimately are disapproved by FTA, The Aviation Authority may terminate or suspend Contractor's services without penalty. The Aviation Authority shall notify Contractor promptly in writing of the non-allocation, delay, or disapproval of funding. [I don't think this is applicable]

4.40 Contract Termination

The Contract resulting from this Solicitation 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.

4.41 Contractor Responsibilities

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

4.42 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.

4.43 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.

4.44 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.

4.45 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.

4.46 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 Response 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.

4.47 Florida Public Records Law

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AVIATION AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT: www.orlandoairports.net/publicrecords; , PHONE NUMBER 407.825.2400; AND MAILING ADDRESS, GREATER ORLANDO AVIATION AUTHORITY, PUBLIC RECORDS, ONE JEFF FUQUA BOULEVARD, ORLANDO, FL 32827. A Contractor with an Aviation Authority Contract for services, must comply with Florida Statute, Chapter 119.071, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the Aviation Authority in order to perform the service. Upon request from the Aviation Authority's custodian of public records, provide the Aviation Authority with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the Aviation Authority would provide the records and at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Aviation Authority. Upon completion of the Contract, meet all requirements for retaining public records and transfer, at no cost to the Aviation Authority, all public records in possession of the Contractor or keep and maintain public records required by the Aviation Authority to perform the service. If the Contractor transfers all public records to the Aviation Authority upon completion of the Contract, the Contractor shall, upon termination of the Contract, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Aviation Authority, upon request from the Aviation Authority's custodian of public records, in a format that is compatible with the information technology systems of the Aviation Authority. If a Contractor does not comply with a public records request, the Aviation Authority shall enforce the Contract provisions in accordance with the Contract.

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

e. **Debarment and Suspension**

- 1) Non-federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- 2) Upon request, the vendor agrees to provide the Aviation Authority with subsequent certification(s) for it and/or its suppliers, Subcontractors and subconsultants after Contract award.
 - a) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. § 80.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b) The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c) This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government serving as grantee and the Aviation Authority as subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d) The vendor must comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this order/Contract is valid. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

g. **Energy Policy and Conservation Act**

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

h. **Federal System for Award Management**

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

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

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

- 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 2) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- 6) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and Contractors, whether such programs or activities are Federally funded or not);
- 8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public

- accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 9) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - 10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - 11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - 12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

j. **Procurement of Recovered Materials**

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

4.49 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>

4.50 Additional FEMA Requirements.

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

a. **Access to Records.** The following access to records requirements apply to this Contract:

1. The Contractor agrees to provide the Florida Division of Emergency Management, Greater Orlando Aviation Authority, Orlando, Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.
4. In compliance with the Disaster Recovery Act of 2018, the non-federal entity and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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

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

c. **No Obligation by Federal Government.**

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

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

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

5.0 CONTRACT

5.1. Contract Instructions

- a. The Aviation Authority shall notify the Respondent of the Aviation Authority's intent to make an award and the Respondent 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 Respondent 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 Respondent. Unless otherwise agreed by the Aviation Authority in its sole discretion, the Contract shall be executed and notarized as follows:
- 1) If the Contractor is a corporation, the Contract shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).
 - 2) If Contractor is a Partnership, the Contract shall be signed by a general or managing partner.
 - 3) If the Contractor is a Limited Liability Company, the Contract shall be signed by a Manager or Managing Member having the authority to bind the company.
 - 4) If the Contractor is a sole proprietorship, the owner shall sign the Contract.
- e. 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.
- f. No award shall be final, and no Contractor shall have any entitlement to a Contract or award, until such time as the Aviation Authority has executed the Contract. Upon execution by both parties, the Contract will constitute the formal written Contract between the Aviation Authority and the Contractor.

5.2. Contract

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

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to provide all labor, supervision, parts and components, tools, equipment, and consumables and all other items necessary or proper for, or incidental to, performing to the installation, removal, storage and refurbishment of holiday decorations within the Orlando International Airport and surrounding support buildings, performing its obligations under **Purchasing Contract 24-135-IFB Holiday Decorations** at the Orlando International Airport, in accordance with the Contract Documents which consist of the Contract, Price Pages, 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 Solicitation, 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 the **Price Pages** subject to such additions and deductions as may be provided in the Contract Documents and any duly approved and executed amendments thereto.

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

GREATER ORLANDO AVIATION AUTHORITY

By: _____

Title: _____

Date: _____

“CONTRACTOR”

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

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

Name of Law Firm: _____

By: _____

Date: _____

6.0 **RESPONSE SUBMITTALS/ ATTACHMENTS**

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

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

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

6.1 **Response Submittals**

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

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

- ___ 1. Respondent's Certification Form.
- ___ 2. Respondent's Questionnaire.
 - a) References' Form
 - b) Copies of licenses/certificates
- ___ 3. Conflict of Interest Disclosure Form.
- ___ 4. Scrutinized Company Certification Form.
- ___ 5. E-Verification Certification Form.
- ___ 6. Current W-9.
- ___ 7. Proof of Insurance.

1. Respondent'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 Respondent as its act and deed and that the Respondent 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 Respondent has a financial interest in this Solicitation. I further certify that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

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

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

2. Respondent's Questionnaire

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

1. Contact Information

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

2. Emergency Contact

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

3. Authorized Signatories

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

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

4. Experience

- a. Years in business: _____
- b. Years in business under this name: _____
- c. Years performing this type of work: _____

5. Contractor's Personnel as Listed In Section 3, Scope Of Work/Specifications

- a. Provide the Resume
- b. Provide Business License
- c. Provide _____.

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

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

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

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

3. Conflict of Interest Disclosure Form

The award of this Contract is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose within their Response 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 Response, 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:

4. 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: _____

5. E-Verification Certification Form

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

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

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

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

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

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

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

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

Company Name: _____

Authorized Name: _____ Title: _____

Signature: _____ Date _____

State of _____

County of _____

This instrument was acknowledged before me on _____(Date)

Notary Public Signature _____

6. **Current W9**

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

7. **Proof of Insurance**

The Respondent's submittal shall demonstrate ability to meet all portions listed in this 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, or a signed affirmation of ability to comply from a licensed insurance agent, or with a insurance quote.

7.0 Bidder's Response to IFB



[MILLER LIGHTS INC] RESPONSE DOCUMENT REPORT

IFB No. 24-535-IFB

Holiday Decoration Services

RESPONSE DEADLINE: May 14, 2024 at 11:00 am

Report Generated: Friday, August 23, 2024

Miller Lights Inc Response

CONTACT INFORMATION

Company:

Miller Lights Inc

Email:

ryan@millerlightsinc.com

Contact:

Ryan Miller

Address:

2578 Enterprise Road

Suite 220

Orange City, FL 32763

Phone:

N/A

Website:

<https://www.millerlightsinc.com/>

Submission Date:

May 9, 2024 4:20 PM

ADDENDA CONFIRMATION

Addendum #1

Confirmed May 6, 2024 11:41 AM by Wes Peters

Addendum #2

Confirmed May 6, 2024 11:41 AM by Wes Peters

Addendum #3

Confirmed May 7, 2024 1:18 PM by Ryan Miller

QUESTIONNAIRE

1. Respondent Company Name and Contact Information*

Pass

Provide the name of Respondent's company (including the name of any parent company), Include: Contact name and complete contact information of individual responsible for account ("Lead Individual").

Maximum response length: 5000 characters

Miller Lights, Inc. - Ryan Miller (authorized signer/ project supervisor)

Ryan@millerlightsinc.com - Cell [\(732\)778-0343](tel:(732)778-0343) - Office [\(386\)218-5080](tel:(386)218-5080)

2. Type of organization (corporation, sole proprietor, partnership, other)*

Pass

Maximum response length: 200 characters

Corporation

3. Federal employer identification number*

Pass

Maximum response length: 200 characters



4. Pricing Table*

Pass

Please confirm that you have completed the Pricing Table in OpenGov and have not included any additional pricing in your response elsewhere.

Confirmed

5. REVISIONS | ADDENDA | QUESTIONS & ANSWERS * Participant confirms that they have reviewed revisions and all answers to questions published and any addenda up until the bid closing date and have given consideration to all information in preparing the response to this solicitation. This is a confirmation of acknowledgement.*

Pass

Confirmed

6. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

Pass

Confirmed

7. Please confirm that your firm has completed and delivered a Wall Tree. Please include date of delivery.*

Pass

Miller Lights delivered a wall tree to Procurement Services in the GOAA Annex Building on Thursday May 9, 2024.

8. Registered with the State of Florida.*

Pass

Respondent shall be registered/qualified to do business in the State of Florida.

Upload a copy of such registration/qualification.

Miller_Lights_official_#2.jpg

9. Five Years' Experience*

Pass

Respondent must provide proof of having a minimum of five years' experience related to Indoor Holiday Decorations for events and large facilities of similar scope and size. Please provide dates, description of services, size of event or facilities and contact information that will validate this minimum requirement.

Oct 21 2017-present - Universal Studio Orlando, Installation of all Holiday decor through two park (excluding large tree in USO),
Megan Flynn- [407-267-3255](tel:407-267-3255)

Nov 2011-present - Sheraton Vistana Village resort Villas- Installation and maintenance of all Holiday Decor throughout the entire property , Jörg Heyer - Jorg.heyer@vacationclub.com

Nov 2011- present- Sheraton Vistana Restort Villas-Installation and Maintenance of all Holiday Decor throughout the entire property,
Jörg Heyer - Jorg.heyer@vacationclub.com

Sept 2007- present- City of Winter Garden- installation of roofline lighting and tree lighting throughout city. Laura Coar -
lcoar@cwgd.com

Nov-2020-present- ONE DAYTONA - Installation and storage of roofline lighting, tree lighting, 40' ornament tree, and various photo op displays. Matt Durak - mdurak@onedaytona.com

August- 2018- present- Latitudes Margaritaville Daytona Beach- Installation and storage of all Holiday decor throughout the entire property- LMitchell@mintousa.com

August- 2018- Present- Latitudes Margaritaville Hilton Head- Installation and storage of all Holiday decor throughout the entire property- LMitchell@Mintousa.com

January 2008- February 2024- Orlando International airport- Installation and maintenance of Holiday decor throughout the entire airport- Daisily Pagan- [407-797-6818](tel:407-797-6818)

All above listed projects are equal to or larger in scope to the Orlando International Airport.

10. Holiday Trees Exceeding 40 Feet*

Pass

Respondent must confirm that they have experience in setting up Holiday trees exceeding 40 feet.

Confirmed

11. Respondent must provide a list, at minimum, of three (3) entities to include contact information, project name and pictures to affirm its experience in setting up Holiday trees exceeding 40 feet, that were successfully completed. *

Pass

Document.docx

12. Signed Contract.*

Pass

Please confirm that the Respondent is willing to sign the Contract set forth in this Solicitation, as amended, within ten (10) days after receipt of the Notice of Intent to Award. The Aviation Authority's goal is that the terms and conditions stated in the Solicitation Documents will constitute the terms of the final Contract between the Aviation Authority and the successful Respondent, without significant or material change to such terms or conditions.

Confirmed

13. Proof of Insurability*

Pass

The submittal shall contain proof of insurability issued by a company currently authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+ and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating for the required insurance(s) listed in the solicitation under Section: Insurance Requirements.

The *Respondent's submittal shall demonstrate ability to meet* all portions listed in *Section: Insurance Requirements of this solicitation* 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.

Please upload proof of insurability.

GOAA_Miller_Lights_Comm_Liability_COI.pdf

14. Respondent's Certification*

Pass

I have carefully examined the Solicitation document located in the e-Procurement Platform and any and all other documents accompanying or made a part of this Solicitation.

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 one-hundred-twenty (120) days in order to allow the Aviation Authority adequate time to evaluate the submittals.

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

I confirm, 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 Respondent has a financial interest in this Solicitation. I further confirm that I have executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Confirmed

15. Certification Regarding Prohibition Against Contracting with Scrutinized Companies*

Pass

This form shall be completed and signed by the Respondent's duly authorized representative. Failure to return the forms with the submittal may cause the Response to be deemed as non-responsive.

Please download the below documents, complete, and upload. Name the uploaded file: "Scrutinized Companies Form."

- [Certification Regarding Pro...](#)

Scrutinized_Companies_Form.pdf

16. E-Verification Certification Form*

Pass

This form shall be completed and signed by the Respondent's duly authorized representative. Failure to return the forms with the submittal may cause the Response to be deemed as non-responsive.

Please download the below documents, complete, and upload. Name the uploaded file: "E-Verification Certification Form".

- [E-Verify \(1\).docx](#)

E-Verification_Certification_Form.pdf

17. Complete and Sign Conflict of Interest Disclosure Form*

Pass

Please download the below Conflict of Interest Disclosure Form, complete, and upload. Name the uploaded file: "Conflict of Interest Form".

- [Conflict of Interest Disclo...](#)

Conflict_of_Interest_Form.pdf

18. Current W9*

Pass

Provide the Respondents Taxpayer Identification Number and Certification. Go to the following website for instructions and the latest information: www.irs.gov/FormW9

Please upload current signed W9. Name the uploaded file: "Current W9".

Current_W9.pdf

PRICE TABLES

REPAIR, REFURBISHMENTS AND REFRESH HOLIDAY DECORATIONS - YEAR ONE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	52' Tall Tree, w/drum base	1	Each	\$6,062.50	\$6,062.50
2	40' Tall Tree, w/platform and fence	1	Each	\$6,062.50	\$6,062.50
3	25' Tall Tree, w/lighted base	4	Each	\$1,012.50	\$4,050.00
4	9 ½' Tall Tree	1	Each	\$500.50	\$500.50
5	7 ½' Tall Tree	1	Each	\$312.00	\$312.00
6	60" Decorated Wreaths*	15	Each	\$29.22	\$438.30
7	48" Lighted Wreaths*	40	Each	\$29.22	\$1,168.80
8	36" Wreaths*	60	Each	\$29.22	\$1,753.20
9	Wall Trees*	30	Each	\$29.22	\$876.60

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
10	Decorated Office Trees (range 6 ½" to 9" tall)*	5	Each	\$270.83	\$1,354.15
11	Centerpiece	75	Each	\$18.05	\$1,353.75
12	Escalator Display - TBD	4	Each	\$360.00	\$1,440.00
13	Garland Displays	15	Each	\$26.67	\$400.05
14	Airplane Display	1	Each	\$1,600.00	\$1,600.00
15	Large Light Bulbs Display	1	Each	\$1,100.00	\$1,100.00
16	Ornament Photo Op Display	1	Each	\$1,100.00	\$1,100.00
TOTAL					\$29,572.35

SET-UP AND TAKE DOWN OF HOLIDAY DECORATIONS - YEAR ONE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
17	52' Tall Tree, w/drum base	1	Each	\$19,500.00	\$19,500.00
18	40' Tall Tree, w/platform and fence	1	Each	\$16,250.00	\$16,250.00
19	25' Tall Tree, w/lighted base	4	Each	\$4,600.00	\$18,400.00
20	9 ½' Tall Tree	1	Each	\$203.15	\$203.15
21	7 ½' Tall Tree	1	Each	\$203.15	\$203.15
22	60" Decorated Wreaths*	15	Each	\$190.00	\$2,850.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
23	48" Lighted Wreaths*	40	Each	\$55.00	\$2,200.00
24	36" Wreaths*	60	Each	\$55.00	\$3,300.00
25	Wall Trees*	30	Each	\$55.00	\$1,650.00
26	Decorated Office Trees (range 6 ½" to 9" tall)*	5	Each	\$203.15	\$1,015.75
27	Centerpiece	75	Each	\$17.34	\$1,300.50
28	Escalator Display - TBD	4	Each	\$1,425.00	\$5,700.00
29	Holiday Décor Rental	1	Each	\$1,000.00	\$1,000.00
30	Contractors % Mark-Up (enter % using decimal place. Example 10% = .1)	75,000	Each	\$0.15	\$11,250.00
31	Garland Displays	15	Each	\$190.00	\$2,850.00
32	Airplane Display	1	Each	\$1,425.00	\$1,425.00
33	Ornament Photo Op Display	1	Each	\$1,425.00	\$1,425.00
34	Various Holiday Decorations	100	Hourly	\$81.25	\$8,125.00
35	Decorating Services	100	Hourly	\$81.25	\$8,125.00
TOTAL					\$106,772.55

SERVICES - YEAR ONE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
36	Skilled Labor	500	Hourly	\$81.25	\$40,625.00
37	Unskilled Labor	500	Hourly	\$81.25	\$40,625.00
38	Install/Removal of Holiday Décor Rentals, Supervisor	68	Hourly	\$156.25	\$10,625.00
39	Install/Removal of Holiday Décor Rentals, Installers	250	Hourly	\$81.25	\$20,312.50
40	Equipment Rental, Bucket Lift	2	Monthly	\$1,969.85	\$3,939.70
41	Equipment Rental, Scissor Lift	2	Monthly	\$865.20	\$1,730.40
42	Equipment Rental, Forklift	2	Monthly	\$1,680.15	\$3,360.30
TOTAL					\$121,217.90

REPAIR, REFURBISHMENTS AND REFRESH HOLIDAY DECORATIONS - YEAR TWO

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
43	52' Tall Tree, w/drum base	1	Each	\$6,052.50	\$6,052.50
44	40' Tall Tree, w/platform and fence	1	Each	\$6,062.50	\$6,062.50
45	25' Tall Tree, w/lighted base	4	Each	\$1,012.50	\$4,050.00
46	9 ½' Tall Tree	1	Each	\$500.50	\$500.50
47	7 ½' Tall Tree	1	Each	\$312.00	\$312.00
48	60" Decorated Wreaths*	15	Each	\$29.22	\$438.30

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
49	48" Lighted Wreaths*	40	Each	\$29.22	\$1,168.80
50	36" Wreaths*	60	Each	\$29.22	\$1,753.20
51	Wall Trees*	30	Each	\$29.22	\$876.60
52	Decorated Office Trees (range 6 ½" to 9" tall)*	5	Each	\$270.83	\$1,354.15
53	Centerpiece	75	Each	\$18.05	\$1,353.75
54	Escalator Display - TBD	4	Each	\$360.00	\$1,440.00
55	Garland Displays	15	Each	\$26.67	\$400.05
56	Airplane Display	1	Each	\$1,600.00	\$1,600.00
57	Large Light Bulbs Display	1	Each	\$1,100.00	\$1,100.00
58	Ornament Photo Op Display	1	Each	\$1,100.00	\$1,100.00
TOTAL					\$29,562.35

SET-UP AND TAKE DOWN OF HOLIDAY DECORATIONS - YEAR TWO

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
59	52' Tall Tree, w/drum base	1	Each	\$19,500.00	\$19,500.00
60	40' Tall Tree, w/platform and fence	1	Each	\$16,250.00	\$16,250.00
61	25' Tall Tree, w/lighted base	4	Each	\$4,600.00	\$18,400.00

[MILLER LIGHTS INC] RESPONSE DOCUMENT REPORT
 IFB No. 24-535-IFB
 Holiday Decoration Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
62	9 ½' Tall Tree	1	Each	\$203.15	\$203.15
63	7 ½' Tall Tree	1	Each	\$203.15	\$203.15
64	60" Decorated Wreaths*	15	Each	\$190.00	\$2,850.00
65	48" Lighted Wreaths*	40	Each	\$55.00	\$2,200.00
66	36" Wreaths*	60	Each	\$55.00	\$3,300.00
67	Wall Trees*	30	Each	\$55.00	\$1,650.00
68	Decorated Office Trees (range 6 ½" to 9" tall)*	5	Each	\$203.15	\$1,015.75
69	Centerpiece	75	Each	\$17.34	\$1,300.50
70	Escalator Display - TBD	4	Each	\$1,425.00	\$5,700.00
71	Holiday Décor Rental	1	Each	\$1,000.00	\$1,000.00
72	Contractors % Mark-Up (enter % using decimal place. Example 10% = .1)	75,000	Each	\$0.15	\$11,250.00
73	Garland Displays	15	Each	\$190.00	\$2,850.00
74	Airplane Display	1	Each	\$1,425.00	\$1,425.00
75	Ornament Photo Op Display	1	Each	\$1,425.00	\$1,425.00
76	Various Holiday Decorations	100	Hourly	\$81.25	\$8,125.00
77	Decorating Services	100	Hourly	\$81.25	\$8,125.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					\$106,772.55

SERVICES - YEAR TWO

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
78	Skilled Labor	500	Hourly	\$81.25	\$40,625.00
79	Unskilled Labor	500	Hourly	\$81.25	\$40,625.00
80	Install/Removal of Holiday Décor Rentals, Supervisor	68	Hourly	\$156.25	\$10,625.00
81	Install/Removal of Holiday Décor Rentals, Installers	250	Hourly	\$81.25	\$20,312.50
82	Equipment Rental, Bucket Lift	2	Monthly	\$1,969.85	\$3,939.70
83	Equipment Rental, Scissor Lift	2	Monthly	\$865.20	\$1,730.40
84	Equipment Rental, Forklift	2	Monthly	\$1,680.15	\$3,360.30
TOTAL					\$121,217.90

REPAIR, REFURBISHMENTS AND REFRESH HOLIDAY DECORATIONS - YEAR THREE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
85	52' Tall Tree, w/drum base	1	Each	\$6,062.50	\$6,062.50
86	40' Tall Tree, w/platform and fence	1	Each	\$6,062.50	\$6,062.50

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
87	25' Tall Tree, w/lighted base	4	Each	\$1,012.50	\$4,050.00
88	9 ½' Tall Tree	1	Each	\$500.50	\$500.50
89	7 ½' Tall Tree	1	Each	\$312.00	\$312.00
90	60" Decorated Wreaths*	15	Each	\$29.22	\$438.30
91	48" Lighted Wreaths*	40	Each	\$29.22	\$1,168.80
92	36" Wreaths*	60	Each	\$29.22	\$1,753.20
93	Wall Trees*	30	Each	\$29.22	\$876.60
94	Decorated Office Trees (range 6 ½" to 9" tall)*	5	Each	\$270.83	\$1,354.15
95	Centerpiece	75	Each	\$18.05	\$1,353.75
96	Escalator Display - TBD	4	Each	\$360.00	\$1,440.00
97	Garland Displays	15	Each	\$26.67	\$400.05
98	Airplane Display	1	Each	\$1,600.00	\$1,600.00
99	Large Light Bulbs Display	1	Each	\$1,100.00	\$1,100.00
100	Ornament Photo Op Display	1	Each	\$1,100.00	\$1,100.00
TOTAL					\$29,572.35

SET-UP AND TAKE DOWN OF HOLIDAY DECORATIONS - YEAR THREE

[MILLER LIGHTS INC] RESPONSE DOCUMENT REPORT
 IFB No. 24-535-IFB
 Holiday Decoration Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
101	52' Tall Tree, w/drum base	1	Each	\$19,500.00	\$19,500.00
102	40' Tall Tree, w/platform and fence	1	Each	\$16,250.00	\$16,250.00
103	25' Tall Tree, w/lighted base	4	Each	\$4,600.00	\$18,400.00
104	9 ½' Tall Tree	1	Each	\$203.15	\$203.15
105	7 ½' Tall Tree	1	Each	\$203.15	\$203.15
106	60" Decorated Wreaths*	15	Each	\$190.00	\$2,850.00
107	48" Lighted Wreaths*	40	Each	\$55.00	\$2,200.00
108	36" Wreaths*	60	Each	\$55.00	\$3,300.00
109	Wall Trees*	30	Each	\$55.00	\$1,650.00
110	Decorated Office Trees (range 6 ½" to 9" tall)*	5	Each	\$203.15	\$1,015.75
111	Centerpiece	75	Each	\$17.34	\$1,300.50
112	Escalator Display - TBD	4	Each	\$1,425.00	\$5,700.00
113	Holiday Décor Rental	1	Each	\$1,000.00	\$1,000.00
114	Contractors % Mark-Up (enter % using decimal place. Example 10% = .1)	75,000	Each	\$0.15	\$11,250.00
115	Garland Displays	15	Each	\$190.00	\$2,850.00
116	Airplane Display	1	Each	\$1,425.00	\$1,425.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
117	Ornament Photo Op Display	1	Each	\$1,425.00	\$1,425.00
118	Various Holiday Decorations	100	Hourly	\$81.25	\$8,125.00
119	Decorating Services	100	Hourly	\$81.25	\$8,125.00
TOTAL					\$106,772.55

SERVICES - YEAR THREE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
120	Skilled Labor	500	Hourly	\$81.25	\$40,625.00
121	Unskilled Labor	500	Hourly	\$81.25	\$40,625.00
122	Install/Removal of Holiday Décor Rentals, Supervisor	68	Hourly	\$156.25	\$10,625.00
123	Install/Removal of Holiday Décor Rentals, Installers	250	Hourly	\$81.25	\$20,312.50
124	Equipment Rental, Bucket Lift	2	Monthly	\$1,969.85	\$3,939.70
125	Equipment Rental, Scissor Lift	2	Monthly	\$865.20	\$1,730.40
126	Equipment Rental, Forklift	2	Monthly	\$1,680.15	\$3,360.30
TOTAL					\$121,217.90

REPAIR, REFURBISHMENTS AND REFRESH HOLIDAY DECORATIONS - YEAR FOUR

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
127	52' Tall Tree, w/drum base	1	Each	\$6,214.06	\$6,214.06
128	40' Tall Tree, w/platform and fence	1	Each	\$6,214.06	\$6,214.06
129	25' Tall Tree, w/lighted base	4	Each	\$1,037.82	\$4,151.28
130	9 ½' Tall Tree	1	Each	\$513.00	\$513.00
131	7 ½' Tall Tree	1	Each	\$320.00	\$320.00
132	60" Decorated Wreaths*	15	Each	\$29.95	\$449.25
133	48" Lighted Wreaths*	40	Each	\$29.95	\$1,198.00
134	36" Wreaths*	60	Each	\$29.95	\$1,797.00
135	Wall Trees*	30	Each	\$29.95	\$898.50
136	Decorated Office Trees (range 6 ½" to 9" tall)*	5	Each	\$277.60	\$1,388.00
137	Centerpiece	75	Each	\$18.50	\$1,387.50
138	Escalator Display - TBD	4	Each	\$369.00	\$1,476.00
139	Garland Displays	15	Each	\$27.43	\$411.45
140	Airplane Display	1	Each	\$1,640.00	\$1,640.00
141	Large Light Bulbs Display	1	Each	\$1,127.50	\$1,127.50
142	Ornament Photo Op Display	1	Each	\$1,127.50	\$1,127.50

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					\$30,313.10

SET-UP AND TAKE DOWN OF HOLIDAY DECORATIONS - YEAR FOUR

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
143	52' Tall Tree, w/drum base	1	Each	\$19,987.50	\$19,987.50
144	40' Tall Tree, w/platform and fence	1	Each	\$16,656.25	\$16,656.25
145	25' Tall Tree, w/lighted base	4	Each	\$4,715.00	\$18,860.00
146	9 ½' Tall Tree	1	Each	\$208.23	\$208.23
147	7 ½' Tall Tree	1	Each	\$208.23	\$208.23
148	60" Decorated Wreaths*	15	Each	\$194.75	\$2,921.25
149	48" Lighted Wreaths*	40	Each	\$56.38	\$2,255.20
150	36" Wreaths*	60	Each	\$56.38	\$3,382.80
151	Wall Trees*	30	Each	\$56.38	\$1,691.40
152	Decorated Office Trees (range 6 ½" to 9" tall)*	5	Each	\$208.23	\$1,041.15
153	Centerpiece	75	Each	\$17.78	\$1,333.50
154	Escalator Display - TBD	4	Each	\$1,460.63	\$5,842.52
155	Holiday Décor Rental	1	Each	\$1,025.00	\$1,025.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
156	Contractors % Mark-Up (enter % using decimal place. Example 10% = .1)	75,000	Each	\$0.15	\$11,250.00
157	Garland Displays	15	Each	\$194.75	\$2,921.25
158	Airplane Display	1	Each	\$1,460.63	\$1,460.63
159	Ornament Photo Op Display	1	Each	\$1,460.63	\$1,460.63
160	Various Holiday Decorations	100	Hourly	\$83.03	\$8,303.00
161	Decorating Services	100	Hourly	\$83.03	\$8,303.00
TOTAL					\$109,111.54

SERVICES - YEAR FOUR

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
162	Skilled Labor	500	Hourly	\$83.03	\$41,515.00
163	Unskilled Labor	500	Hourly	\$83.03	\$41,515.00
164	Install/Removal of Holiday Décor Rentals, Supervisor	68	Hourly	\$160.16	\$10,890.88
165	Install/Removal of Holiday Décor Rentals, Installers	250	Hourly	\$83.03	\$20,757.50
166	Equipment Rental, Bucket Lift	2	Monthly	\$2,559.51	\$5,119.02
167	Equipment Rental, Scissor Lift	2	Monthly	\$1,124.76	\$2,249.52
168	Equipment Rental, Forklift	2	Monthly	\$2,184.20	\$4,368.40

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					\$126,415.32

REPAIR, REFURBISHMENTS AND REFRESH HOLIDAY DECORATIONS - YEAR FIVE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
169	52' Tall Tree, w/drum base	1	Each	\$6,369.42	\$6,369.42
170	40' Tall Tree, w/platform and fence	1	Each	\$6,369.42	\$6,369.42
171	25' Tall Tree, w/lighted base	4	Each	\$1,063.77	\$4,255.08
172	9 ½' Tall Tree	1	Each	\$525.83	\$525.83
173	7 ½' Tall Tree	1	Each	\$328.00	\$328.00
174	60" Decorated Wreaths*	15	Each	\$30.70	\$460.50
175	48" Lighted Wreaths*	40	Each	\$30.70	\$1,228.00
176	36" Wreaths*	60	Each	\$30.70	\$1,842.00
177	Wall Trees*	30	Each	\$30.70	\$921.00
178	Decorated Office Trees (range 6 ½" to 9" tall)*	5	Each	\$284.54	\$1,422.70
179	Centerpiece	75	Each	\$18.97	\$1,422.75
180	Escalator Display - TBD	4	Each	\$378.23	\$1,512.92
181	Garland Displays	15	Each	\$28.12	\$421.80

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
182	Airplane Display	1	Each	\$1,681.00	\$1,681.00
183	Large Light Bulbs Display	1	Each	\$1,155.69	\$1,155.69
184	Ornament Photo Op Display	1	Each	\$1,155.69	\$1,155.69
TOTAL					\$31,071.80

SET-UP AND TAKE DOWN OF HOLIDAY DECORATIONS - YEAR FIVE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
185	52' Tall Tree, w/drum base	1	Each	\$20,487.19	\$20,487.19
186	40' Tall Tree, w/platform and fence	1	Each	\$17,072.66	\$17,072.66
187	25' Tall Tree, w/lighted base	4	Each	\$4,832.88	\$19,331.52
188	9 ½' Tall Tree	1	Each	\$213.44	\$213.44
189	7 ½' Tall Tree	1	Each	\$213.44	\$213.44
190	60" Decorated Wreaths*	15	Each	\$199.62	\$2,994.30
191	48" Lighted Wreaths*	40	Each	\$57.79	\$2,311.60
192	36" Wreaths*	60	Each	\$57.79	\$3,467.40
193	Wall Trees*	30	Each	\$57.79	\$1,733.70
194	Decorated Office Trees (range 6 ½" to 9" tall)*	5	Each	\$213.44	\$1,067.20

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Holiday Decoration Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
195	Centerpiece	75	Each	\$18.23	\$1,367.25
196	Escalator Display - TBD	4	Each	\$1,497.15	\$5,988.60
197	Holiday Décor Rental	1	Each	\$1,050.63	\$1,050.63
198	Contractors % Mark-Up (enter % using decimal place. Example 10% = .1)	75,000	Each	\$0.15	\$11,250.00
199	Garland Displays	15	Each	\$199.63	\$2,994.45
200	Airplane Display	1	Each	\$1,497.15	\$1,497.15
201	Ornament Photo Op Display	1	Each	\$1,497.15	\$1,497.15
202	Various Holiday Decorations	100	Hourly	\$85.11	\$8,511.00
203	Decorating Services	100	Hourly	\$85.11	\$8,511.00
TOTAL					\$111,559.68

SERVICES - YEAR FIVE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
204	Skilled Labor	500	Hourly	\$85.11	\$42,555.00
205	Unskilled Labor	500	Hourly	\$85.11	\$42,555.00
206	Install/Removal of Holiday Décor Rentals, Supervisor	68	Hourly	\$164.17	\$11,163.56
207	Install/Removal of Holiday Décor Rentals, Installers	250	Hourly	\$85.11	\$21,277.50

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
208	Equipment Rental, Bucket Lift	2	Monthly	\$2,943.44	\$5,886.88
209	Equipment Rental, Scissor Lift	2	Monthly	\$1,293.48	\$2,586.96
210	Equipment Rental, Forklift	2	Monthly	\$2,511.83	\$5,023.66
TOTAL					\$131,048.56