



GREATER ORLANDO AVIATION AUTHORITY

23-107-IFB

Terminal "C" Complex Landscape Maintenance Services

Contract Term: 5 Year Term
April 1, 2023 thorough March 31, 2028

Contractor: P & L Lawn Maintenance, Inc.
300 N. Goldenrod Road
Orlando, FL 32867
Jason Comas
PNL89@Aol.com
407-468-2170

SPA: Janice K. Hughes, CPPB

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CONTRACT

This Agreement/Contract is made and entered into effective as of the 1st day of April 20 23, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called Aviation Authority, and **P & L LAWN MAINTENANCE, INC.**, hereinafter called Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to furnish all labor, supervision, equipment, tools, materials and supplies, licenses, permits, chemicals, and all other items necessary or proper for, or incidental to, performing landscape and irrigation maintenance services for the Terminal C Complex, to include the Train Station (fka as the South APM) at the Orlando International Airport in accordance with these Specifications. **23-107-IFB Terminal C Complex Landscape Maintenance Services at the Orlando International Airport**, in accordance with the Contract Documents which consist of the Contract, Bid Price Pages, Bid Submittal Attachments, the General Information, the Special Conditions, the Scope of Work/Specifications, the Terms and Conditions, the Federal Provisions, and Addendums No. 1 and No. 2 issued prior to the execution of the Contract, and the Invitation for Bids, each of which are incorporated herein by this reference.

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

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

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

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

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

"AVIATION AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

Official Seal

By: _____

Its: _____

Date: _____

Attest:

Secretary

"CONTRACTOR"

P & L LAWN MAINTENANCE, INC.

WITNESSED BY:

Lazaro L. Comas
(Seal)

By: *Lazaro L. Comas*
(Signature of Owner or General Partner)

Its: PRESIDENT
(Title)

LAZARO L. COMAS
Name of Owner or General Partner Printed
or Typed

Date: MARCH 20, 2023

Approved as to Form and Legality
this 22 day of March, 2023
Nelson Mullins Riley & Scarborough, LLP
By: *J. O. Macher*
Greater Orlando Aviation Authority

Performance Bond Expiration Date: March 31, 2024

GREATER ORLANDO AVIATION AUTHORITY

1. Promptly and faithfully performs each of its obligations under said Contract, including, but not limited to, any warranty provisions, in the time and manner prescribed in the Contract; and
2. Pays the Aviation Authority all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of Principal, or latent defects in the goods or services furnished by Principal), expenses, costs and attorneys' fees for and in connection with all trial and appellate proceedings, that the Aviation Authority sustains resulting directly or indirectly from any breach or default by Principal under the Contract; and
3. Pays the Aviation Authority all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services) for and in connection with all trial, appellate and bankruptcy proceedings, that the Aviation Authority sustains resulting directly and indirectly from conduct of the Principal, including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other person or entity for whom the Principal is responsible, then this bond is void; otherwise it remains in full force and effect.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to Aviation Authority of its governing body.

Signed, sealed and delivered in the presence of:

P & L Lawn Maintenance, Inc.
Principal (Name of Contractor)

By: [Signature]
(Signature)

Its: PRESIDENT
(Title)

Witness

Witness

(Seal)

Merchants Bonding Company (Mutual)
Name of Surety

By: [Signature]
(Signature)

Gloria A. Richards*
Its: Attorney-In-Fact & FL Licensed Resident Agent
(Title) *Inquiries: 407-786-7770

[Signature]
Witness

[Signature]
Witness

Address: PO Box 14498, Des Moines, IA 50306-3498

Telephone No.: 515-243-8171

Fax No.: 515-243-3854

E-Mail Address: gloria@floridasuretybonds.com

Gloria A. Richards
(Countersignature by
Florida Licensed Agent)

NOTE: If Principal and Surety are corporations, the respective corporate seal should be affixed and attached.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

IMPORTANT:

Surety companies executing bonds must meet the requirements set forth in Section 2 of the Contract's Special Conditions.

OATH OF SECRETARY

GREATER ORLANDO AVIATION AUTHORITY

I, ILEANA COMAS, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and/or Payment Bonds; that LAZARO L. COMAS who signed the said Bond(s) on behalf of the Principal was then PRESIDENT of said corporation and was authorized by the corporation to sign the Bond(s) on its behalf; that I know (his, her) signature, and (his, her) signature thereto is genuine, and that said Bonds was/were duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

Ileana Comas
Secretary

(Corporate Seal)

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cheryl A Foley; Emily J Golecki; Gloria A Richards; Jeffrey W Reich; Kim E Niv; Lisa A Roseland; Nathan K Reich; Robert P OLinn; Sarah K OLinn; Sonja Amanda Floree Harris; Susan L Reich; Teresa L Durham

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

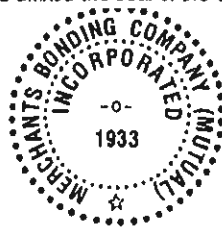


Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____.



William Warner Jr.
Secretary



PLLANNM-01

ACHEVALLIER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2023

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

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

PRODUCER Stahl Morse & Associates 1000 Wekiva Springs Road Longwood, FL 32779	CONTACT NAME: PHONE (A/C, No, Ext): (407) 869-4200		FAX (A/C, No): (407) 862-7656
	E-MAIL ADDRESS: certs@stahlinsurance.com		
INSURED P & L Lawn Maintenance, Inc. P & L Lawn Maintenance & Irrigation PO Box 574577 Orlando, FL 32857	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Southern Owners Ins Co		10190
	INSURER B : Auto Owners Insurance Company		18988
	INSURER C : FFVA Mutual Insurance Co		10385
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

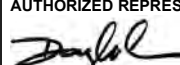
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	72499812	9/10/2022	9/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	5249951500	9/10/2022	9/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			5249951501	9/10/2022	9/10/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC84000340212022A	12/30/2022	12/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured status including Products and Completed Operations and Primary and Non-Contributory is automatically provided for 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 where required by written contract subject to the provisions of endorsement 55373 517 for General Liability coverage.

Additional Insured status including Waiver of Subrogation is automatically provided for 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 SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Greater Orlando Aviation Authority Orlando International Airport 8652 Casa Verde Road, Building 811 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 



ADDITIONAL REMARKS SCHEDULE

AGENCY Stahl Morse & Associates		NAMED INSURED P & L Lawn Maintenance, Inc. P & L Lawn Maintenance & Irrigation PO Box 574577 Orlando, FL 32857	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

officers, employees, and agents where required by written contract subject to the provisions of endorsement 55091 517 for General Liability coverage.

Additional insured status is automatically provided for 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 where required by written contract subject to the provisions of endorsement 58504 115 for Business Auto Coverage.

Waiver of Subrogation is automatically provided for 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 where required by written contract subject to the provisions of endorsement 58583 115 for Business Auto coverage.

Waiver of Subrogation is automatically provided for 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 where required by written contract subject to the provisions of endorsement WC000313 0484 for Workers Compensation coverage.

Umbrella Policy is excess over General Liability, Auto Liability and Employers Liability.

COMMERCIAL GENERAL LIABILITY
CG 22 64 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PESTICIDE OR HERBICIDE APPLICATOR - LIMITED POLLUTION COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Operations:

LAWN CARE SERVICES

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

With respect to the operations shown in the Schedule, Paragraph **(1)(d)** of Exclusion **f.** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply if the operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

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

2. The following condition is added.

Other Additional Insured Coverage Issued By Us

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

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PLUS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. EXTENDED WATERCRAFT LIABILITY

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

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

2. HIRED AUTO AND NON-OWNED AUTO LIABILITY

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

Coverage

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

- a. You do not own;
- b. Which is not registered in your name; or
- c. Which is not leased or rented to you for more than ninety consecutive days and which is used in your business.

Exclusions

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

This coverage does not apply to:

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

Paragraph **c.(1)(a)** does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer.

Paragraphs **c.(1)(b)** and **c.(1)(c)** do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.

- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".
- d. "Bodily injury" or "property damage" however caused, arising directly or indirectly, out of:
 - (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- e. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - (1) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".
 - (2) That the insured would have in the absence of the contract or agreement.
- f. "Property damage" to:
 - (1) Property owned or being transported by, or rented or loaned to any insured; or
 - (2) Property in the care, custody or control of any insured other than "property damage" to

a residence or a private garage by a private passenger "auto" covered by this coverage.

- g. (1) "Bodily injury" to:
 - (a) An "employee" of the insured arising out of and in the course of employment by the insured; or
 - (b) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **g.(1)(a)**.
- (2) This exclusion applies:
 - (a) Whether the insured may be liable as an employer or in any other capacity; and
 - (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- (3) This exclusion does not apply to:
 - (a) Liability assumed by the insured under an "insured contract".
 - (b) "Bodily injury" to any "employee" of the insured arising out of and in the course of his or her domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

Who Is An Insured

With respect to only this coverage, **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following provision.

SECTION II - WHO IS AN INSURED

- a. Each of the following is an insured with respect to this coverage.
 - (1) You.
 - (2) Your partners if you are designated in the Declarations as a partnership or a joint venture.
 - (3) Your members if you are designated in the Declarations as a limited liability company.
 - (4) Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
 - (5) Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.
- b. None of the following is an insured:
 - (1) Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment.
 - (2) Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:

- (a) Such person; or
 - (b) Any partner or "executive officer" of yours or a member of his or her household; or
 - (c) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".
- (3) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.
- (4) The owner or lessee (of whom you are a sub-lessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.
- (5) Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

Additional Definitions

The following definition applies to only this coverage. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

Limits of Insurance

With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following provision.

SECTION III - LIMITS OF INSURANCE

- a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
- b. We will pay damages for "bodily injury" or "property damage" up to the limits of liability shown in the Declarations for this coverage. Such damages shall be paid as follows:
 - (1) When Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".
 - (2) When Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:

- (a) The limit shown for Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".
- (b) The limit shown for Property Damage Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

3. BROADENED SUPPLEMENTARY PAYMENTS **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Paragraph 1.d. is amended.**

The amount we will pay for the actual loss of earnings is increased from \$250 per day to \$400 per day.

4. ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT

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

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

5. PERSONAL INJURY EXTENSION

- a. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is attached to this policy, then this provision, **5. PERSONAL INJURY EXTENSION**, does not apply.
- b. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is not attached to this policy, then under **SECTION V - DEFINITIONS, 14.** "Personal and advertising injury" is deleted and replaced by the following definition.
 - 14.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private

occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement";
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
- h. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

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

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

- a. If the notice of a new claim is given to your "employee"; and
- b. That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply to you or to any officer, director, partner, risk manager or insurance manager of yours.

7. DAMAGE TO PREMISES RENTED TO YOU

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

- (1) The last paragraph is deleted and replaced by the following paragraph.
 Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **7. DAMAGE TO PREMISES RENTED TO YOU, b. Limits of Insurance.**
- (2) The following additional exclusions apply to "property damage" arising out of water damage to premises rented to you or

temporarily occupied by you with permission of the owner.

(a) "Property damage" to:

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

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

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

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

- 1) Water that backs up from a drain or sewer;
- 2) Mud flow or mudslide;
- 3) Volcanic eruption, explosion or effusion;
- 4) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;
- 5) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not; or
- 6) Water under the ground surface pressing on, or seeping or flowing through:
 - a) Walls, foundations, floors or paved surfaces;

- b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.
- (d) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.
- b. **Limits of Insurance**
With respect to this coverage only, under **SECTION III - LIMITS OF INSURANCE**, Paragraph 6. is deleted and replaced by the following Paragraph.
6. The most we will pay under Coverage A for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.
- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, Paragraph b. is amended. The word fire is amended to include fire, lightning, explosion, smoke or water damage.
- 8. **BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT**
 - a. (1) **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
 - (a) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
 - (b) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured.
 - (2) This provision applies only with respect to liability for:
 - (a) "Bodily injury";
 - (b) "Property damage"; or
 - (c) "Personal and advertising injury" caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - b. With respect to the insurance afforded to an additional insured, this insurance does not apply

to any "occurrence" which takes place after the equipment lease expires.

- c. The following provision is added to **SECTION III - LIMITS OF INSURANCE**.
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- 9. **BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**
 - a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
 - (1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
 - (2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
 - b. This provision is subject to the following additional exclusions.
 - (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (2) Structural alterations, new constructions or demolition operations performed by or on behalf of the additional insured.
 - c. The following provision is added to **SECTION III - LIMITS OF INSURANCE**.
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- 10. **NEWLY FORMED OR ACQUIRED ORGANIZATIONS**
SECTION II - WHO IS AN INSURED is amended. Paragraph 3. is deleted and replaced by the following provision.
 - 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain

ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. BLANKET WAIVER OF SUBROGATION

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended. The following provision is added to **8. Transfer Of Rights of Recovery Against Others To Us**.

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

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

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

All other policy terms and conditions apply.

58504 (1-15)

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58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

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

5. Our Right to Recover Payments

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

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

- a.** Covered by the policy; and
- b.** Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

58583 (1-15)

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Page 1 of 1

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

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

Endorsement Effective
Insured : 12/30/2022
: P & L Lawn Maintenance, Inc.
Insurance Company

Policy No. WC840-0034021-2022A

Endorsement No.
Premium

: FFVA Mutual Insurance Co.

Countersigned by _____

P & L Lawn Maintenance Bid Submittals

1. Bidder's Certification Form.
2. Bid Price Form.
3. MWBE Participation Forms.
4. Addendum Receipt Verification Form.
5. Bidder's Questionnaire
6. Conflict of Interest Disclosure Form.
7. Scrutinized Company Certification Form.
8. Bidder's W-9
9. E-Verify Acknowledgment.

Attachment A - Bidder's Certification

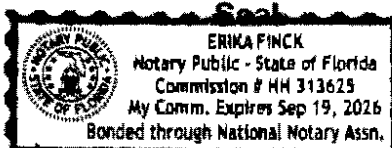
I have carefully examined the Solicitation and any other documents accompanying or made a part of this Solicitations.

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

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

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

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

Company	Sworn to and subscribed before me by means of:
P&L Lawn maintenance Inc.	<input checked="" type="checkbox"/> physical presence or <input type="checkbox"/> online notarization
Bidder's Signature	this day of <u>December</u> <u>12</u> <u>2022</u>
Print Name and Title	by <u>Larry Connas</u> who is
<u>LARRY CONNAS (PRESIDENT)</u>	<input checked="" 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]
<u>300 N. Goldenrod Rd.</u>	(STATE OF FLORIDA)
<u>Orlando, FL 32817</u>	
Date <u>12/12/22</u>	COUNTY OF <u>Seminole</u>
Duns Number	Notary Signature: <u>Erika Finck</u>
Federal Tax Id Number <u>59-3139021</u>	Notary Public My Commission Expires: <u>9/19/26</u>
Email: <u>DNL89@col.com</u>	<u>Erika Finck</u> Printed, typed or stamped commissioned name of Notary Public

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



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

P & L LAWN MAINTENANCE, INC.

Filing Information

Document Number	V55918
FEI/EIN Number	59-3139021
Date Filed	08/03/1992
Effective Date	07/31/1992
State	FL
Status	ACTIVE

Principal Address

300 N. GOLDENROD ROAD
ORLANDO, FL 32807

Changed: 04/10/2007

Mailing Address

P.O. BOX 574577
ORLANDO, FL 32857

Changed: 04/25/2018

Registered Agent Name & Address

COMAS, LAZARO
5352 SANDHAMN PL
LONGBOAT KEY, FL 34228

Address Changed: 04/26/2014

Officer/Director Detail

Name & Address

Title D/P/T

COMAS, LAZARO
5352 SANDHAMN PL
LONGBOAT KEY, FL 34228

Title D/V/S

COMAS, ILEANA
5352 SANDHAMN PL
LONGBOAT KEY, FL 34228

Annual Reports

Report Year	Filed Date
2020	06/19/2020
2021	04/28/2021
2022	04/29/2022

Document Images

04/29/2022 -- ANNUAL REPORT	View image in PDF format
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04/26/2014 -- ANNUAL REPORT	View image in PDF format
04/16/2013 -- ANNUAL REPORT	View image in PDF format
04/17/2012 -- ANNUAL REPORT	View image in PDF format
04/21/2011 -- ANNUAL REPORT	View image in PDF format
03/30/2010 -- ANNUAL REPORT	View image in PDF format
03/23/2009 -- ANNUAL REPORT	View image in PDF format
05/05/2008 -- ANNUAL REPORT	View image in PDF format
04/10/2007 -- ANNUAL REPORT	View image in PDF format
04/05/2006 -- ANNUAL REPORT	View image in PDF format
03/10/2005 -- ANNUAL REPORT	View image in PDF format
03/22/2004 -- ANNUAL REPORT	View image in PDF format
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05/07/1997 -- ANNUAL REPORT	View image in PDF format

Attachment B - Bid Price Form

**BID PRICE FORM
GREATER ORLANDO AVIATION AUTHORITY
23-107-IFB**

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

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

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

The Bidder will be required to furnish all labor, supervision, equipment, tools, materials and supplies, licenses, permits, chemicals, and all other items necessary or proper for, or incidental to, performing landscape and irrigation maintenance services for the Terminal C Complex, to include the Train Station (fka as the South APM) at the Orlando International Airport in accordance with these Specifications.

23-107-IFB TERMINAL "C" COMPLEX LANDSCAPE SERVICES

TOTAL THREE (3) YEAR BID PRICE:

two million four hundred eight thousand two hundred twenty six dollars \$2,408,226.00
(Print Dollar Amount)

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

Authorized Signature: _____

Name and Title (Typed or Printed): _____

Date: _____

Greater Orlando Aviation Authority
23-107-IFB Five Year Contract for Terminal C Complex Landscape Maintenance Services **REVISED PER ADDENDUM 1**
Bidder's Name: P & L

				Year One		Year Two		Year Three		Year Four		Year Five	
ITEM	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE
1	MOWING												
	Terminal C Complex - 178 Acres	Cycle	42	\$ 2,159.00	\$ 90,678.00	\$ 2,159.00	\$ 90,678.00	\$ 2,159.00	\$ 90,678.00	\$ 2,159.00	\$ 90,678.00	\$ 2,159.00	\$ 90,678.00
2	EDGING & TRIMMING												
	Terminal C Complex	Cycle	42	\$ 1,080.00	\$ 45,360.00	\$ 1,080.00	\$ 45,360.00	\$ 1,080.00	\$ 45,360.00	\$ 1,080.00	\$ 45,360.00	\$ 1,080.00	\$ 45,360.00
3	WEEDING												
	Terminal C Roadway Walls	Cycle	42	\$ 100.00	\$ 4,200.00	\$ 100.00	\$ 4,200.00	\$ 100.00	\$ 4,200.00	\$ 100.00	\$ 4,200.00	\$ 100.00	\$ 4,200.00
	Terminal C Complex	Cycle	42	\$ 2,972.00	\$ 124,824.00	\$ 2,972.00	\$ 124,824.00	\$ 2,972.00	\$ 124,824.00	\$ 2,972.00	\$ 124,824.00	\$ 2,972.00	\$ 124,824.00
4	PRUNING												
	Pruning Shrubs/Groundcover				\$ -		\$ -		\$ -		\$ -		\$ -
	Terminal C Complex	Cycle	6	\$ 7,500.00	\$ 45,000.00	\$ 7,500.00	\$ 45,000.00	\$ 7,500.00	\$ 45,000.00	\$ 7,500.00	\$ 45,000.00	\$ 7,500.00	\$ 45,000.00
5	DISEASE & INSECT CONTROL												
	Terminal C Complex	Cycle	12	\$ 500.00	\$ 6,000.00	\$ 500.00	\$ 6,000.00	\$ 500.00	\$ 6,000.00	\$ 500.00	\$ 6,000.00	\$ 500.00	\$ 6,000.00
6	PALM WEEVIL TREATMENTS												
	Terminal C Complex	Cycle	12	\$ 300.00	\$ 3,600.00	\$ 300.00	\$ 3,600.00	\$ 300.00	\$ 3,600.00	\$ 300.00	\$ 3,600.00	\$ 300.00	\$ 3,600.00
7	FERTILIZATION												
	Turf												
	Terminal C Complex	Cycle	3	\$ 2,000.00	\$ 6,000.00	\$ 2,000.00	\$ 6,000.00	\$ 2,000.00	\$ 6,000.00	\$ 2,000.00	\$ 6,000.00	\$ 2,000.00	\$ 6,000.00
	Shurbs & Groundcover				\$ -		\$ -		\$ -		\$ -		\$ -
	Terminal C Complex	Cycle	3	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00
	All Palms				\$ -		\$ -		\$ -		\$ -		\$ -
	Terminal C Complex	Cycle	3	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00
	Trees				\$ -		\$ -		\$ -		\$ -		\$ -
	Terminal C Complex	Cycle	2	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00
8	IRRIGATION AND MAINTENANCE												
	Terminal C Complex	Month	12	\$ 14,165.00	\$ 169,980.00	\$ 14,165.00	\$ 169,980.00	\$ 14,165.00	\$ 169,980.00	\$ 14,165.00	\$ 169,980.00	\$ 14,165.00	\$ 169,980.00
	Irrigation Parts Estimated Annual Sum	Each	7500	\$ 1.00	\$ 7,500.00	\$ 1.00	\$ 7,500.00	\$ 1.00	\$ 7,500.00	\$ 1.00	\$ 7,500.00	\$ 1.00	\$ 7,500.00
9	DAILY TRASH & DEBRIS REMOVAL												
	Terminal C Complex	Cycle	261	\$ 325.00	\$ 84,825.00	\$ 325.00	\$ 84,825.00	\$ 325.00	\$ 84,825.00	\$ 325.00	\$ 84,825.00	\$ 325.00	\$ 84,825.00
10	MULCH												
	Pine Bark	CUYD	7000	\$ 20.00	\$ 140,000.00	\$ 20.00	\$ 140,000.00	\$ 20.00	\$ 140,000.00	\$ 20.00	\$ 140,000.00	\$ 20.00	\$ 140,000.00
	Pine Straw Mulch	CUYD	2000	\$ 5.00	\$ 10,000.00	\$ 5.00	\$ 10,000.00	\$ 5.00	\$ 10,000.00	\$ 5.00	\$ 10,000.00	\$ 5.00	\$ 10,000.00
11	PLANT REMOVAL AND REPLACE												
	Terminal C Complex	Dollar	\$25,000.00		\$ 25,000.00		\$ 25,000.00		\$ 25,000.00		\$ 25,000.00		\$ 25,000.00
12	FURNISH / INSTALL / MAINTAIN PER ANNUAL												
	Terminal C Complex	Each	10,000	\$ 1.55	\$ 15,500.00	\$ 1.55	\$ 15,500.00	\$ 1.55	\$ 15,500.00	\$ 1.55	\$ 15,500.00	\$ 1.55	\$ 15,500.00

23-107-IFB Five Year Contract for Terminal C Complex Landscape Maintenance Services **REVISED PER ADDENDUM 1**

Bidder's Name: P & L

				Year One		Year Two		Year Three		Year Four		Year Five	
ITEM	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE
13	ADDITIONAL WORK												
	Irrigation Repairs & Parts above (8) inches in Diameter	Hour	100	\$ 65.00	\$ 6,500.00	\$ 65.00	\$ 6,500.00	\$ 65.00	\$ 6,500.00	\$ 65.00	\$ 6,500.00	\$ 65.00	\$ 6,500.00
	Additional Landscape Maintenance	Acre	25	\$ 75.00	\$ 1,875.00	\$ 75.00	\$ 1,875.00	\$ 75.00	\$ 1,875.00	\$ 75.00	\$ 1,875.00	\$ 75.00	\$ 1,875.00
	Hourly Labor Rate	Hour	160	\$ 65.00	\$ 10,400.00	\$ 65.00	\$ 10,400.00	\$ 65.00	\$ 10,400.00	\$ 65.00	\$ 10,400.00	\$ 65.00	\$ 10,400.00
	SUB-TOTAL FOR EACH YEAR				\$ 802,742.00		\$ 802,742.00		\$ 802,742.00		\$ 802,742.00		\$ 802,742.00

GRAND TOTAL HERE & ON THE BID PRICE SCHEDULE PAGE	\$	4,013,710.00
---	----	--------------

The frequencies/quantities provided have been estimated for the purpose of this Invitation For Bid. The Aviation Authority believes these estimates fairly describe the scope of work under ordinary circumstances, but actual conditions may cause the frequencies/quantities to be adjusted accordingly. The Aviation Authority is obligated only to pay the Unit Prices for items provided in this Bid/Contract for the frequencies/quantities actually requested by the Aviation Authority and provided by the Contractor.

	Bidder's Acknowledgement and Approval
The following information, including an authorized representative signature, is required to be submitted with your bid detail pricing in order to be considered for evaluation and award. The person signing below acknowledges and agrees with all proposed information as submitted as has the authorization of the said company to enter into a contractual agreement with the Aviation Authority for the purposes as proposed and described.	
	Company Name: P & L Lawn Maintenance Inc.
	Authorized Signature: Lazaro L. Comas
	Printed Name: Lazaro L. Comas
	Date: 12/12/2022

Attachment G – MWBE Forms

**MINORITY/WOMEN-OWNED
PARTICIPATION FORMS**

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

Bidder: Name P & L Lawn Maintenance Inc.
 Address 300 N. Goldenrod Rd.
 City Orlando State FL Zip 32807

MWBE Firm: Name ColorBurst, Inc.
 Address 2317 Winter Park Road
 City Winter Park State FL Zip 32789

MWBE Contact: Name: Vivian (Toni) Turton Phone (407) 509-0738
 Email: toniturton@colorburstinc.com

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

Scope of Work	Quantity	Rates	Total
Annuals Install & Provide	10,000	1.55	\$ 15,500.00

Year 1: \$ 15,500.00 Year 4: \$ 15,500.00
 Year 2: \$ 15,500.00 Year 5: \$ 15,500.00
 Year 3: \$ 15,500.00

Total Term Value: \$ 77,500.00 Percent of Total Bid: 2 %

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

By: Vivian A. Turton President 12/13/2022
 (MWBE Owner's Signature) (Title) (Date)

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

By: [Signature] PRESIDENT DECEMBER 1, 2022
 (Bidder's Authorized Signature) (Title) (Date)

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

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

Bidder: Name Pil Lawn Maintenance Inc.
 Address 300 N. Goldenrod Rd.
 City Orlando State FL Zip 32807

MWBE Firm: Name Highland Lawn Care & Services Inc.
 Address 1106 W. 47th St. W. Palm Beach
 City Palm Beach State FL Zip 33406

MWBE Contact: Name: Joseph A. Taylor Phone: (407) 938-7400
 Email: j.taylor@hlsco.com

MWBE Certification Agency: Florida Minority WBE Expiration Date 12/31/2023
 Each MWBE Firm shall submit evidence (such as photocopy) of their certification status

Scope of Work	Quantity	Rates	Total
MOWING	42	2159	90678
Edging & Trimmings	42	1080	45360
Pine Bark	7000	20	140000

Year 1: \$ 276,038 Year 4: \$ 276,038

Year 2: \$ 276,038 Year 5: \$ 276,038

Year 3: \$ 276,038

Total Term Value: \$ 1,380,190 Percent of Total Bid: 34 %

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

By: [Signature] (MWBE Owner's Signature) Title: Owner (Title) Date: 12-12-2022 (Date)

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

By: [Signature] (Bidder's Authorized Signature) Title: PRESIDENT (Title) Date: DECEMBER 1, 2022 (Date)

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

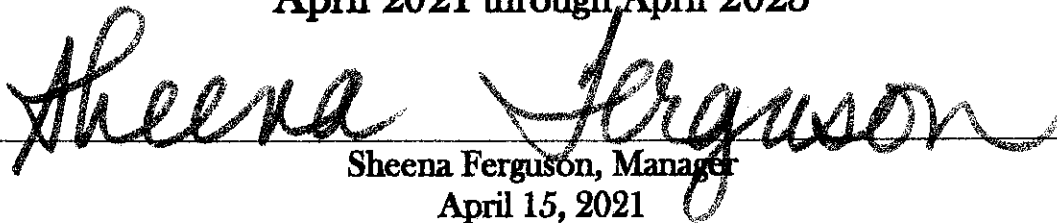
ARISTOCUTS LAWN AND GARDEN SERVICES, INC.

Has Been Certified As A
WOMEN BUSINESS ENTERPRISE

Approved Lines of Business:

**INSTALLATION OF LANDSCAPE PLANTS AND
MATERIALS**

This certificate is valid:
April 2021 through April 2023


Sheena Ferguson, Manager
April 15, 2021

Orange County Business Development Division
P.O. Box 1393
Orlando, Florida 32802-1393
407-836-7315

From: [Orlando Santiago](#)
To: [Janice Hughes](#)
Subject: FW: 23-107 Terminal C Landscaping Services
Date: Friday, January 6, 2023 12:44:44 PM

[Here you go](#)

From: chasaylor@aol.com <chasaylor@aol.com>
Sent: Friday, January 6, 2023 12:07 PM
To: Orlando Santiago <osantiago@goaa.org>
Subject: Re: 23-107 Terminal C Landscaping Services

CAUTION: This email originated outside of GOAA. Stop and think before you click! If you are not expecting it or if it looks suspicious, please report it using the Phishing Report Button.

Orlando,

This is our confirmation. We met with Jason of PnL Lawn Services on site and are in agreement with the scope of responsibilities of Aristocuts Lawn and Garden Services, Inc. and in agreement with the dollar value of our services.

Thank you
Jeanette Aylor

Jeanette Aylor, President
[Aristocuts Lawn and Garden Services, Inc](#)
1626 Waterwitch Dr
Orlando FL 32806
407 438 9300
407 927 6490 cell
chasaylor@aol.com

In a message dated 1/5/2023 9:21:23 AM Eastern Standard Time, osantiago@goaa.org writes:

Good morning Jeanette,
We had this conversation back on Dec 19-20 and you called me back confirming that you understood the scope of work and the dollar value for the services. However, for my records, can you please reply to this email confirming again that you are in agreement to the scope of work and dollar value of your services.

-----Original Message-----

From: Orlando Santiago
Sent: Monday, December 19, 2022 3:23 PM
To: 'chasaylor@aol.com' <chasaylor@aol.com>
Subject: 23-107 Terminal C Landscaping Services

Good afternoon Jeanette,
It was nice talking to you again. Per our conversation can you please confirm that you

will be providing the following services for the specified rates:

DESCRIPTION	UOM	QTY	UNIT PRICE	EXT. PRICE
-------------	-----	-----	------------	------------

DESCRIPTION	UOM	QTY	UNIT PRICE	EXT. PRICE
-------------	-----	-----	------------	------------

MOWING - Terminal C Complex - 178 Acres	Cycle	42	\$2,159.00	
---	-------	----	------------	--

\$90,678.00

MULCH - Pine Bark	CUYD	7000	\$20.00	\$140,000.00
-------------------	------	------	---------	--------------

Orlando Santiago Perez, MSEP, C.M.

Greater Orlando Aviation Authority

5855 Cargo Rd,

Orlando, FL 32827

osantiago@goaa.org

407.825.7134

Attachment C - Addendum Receipt Verification

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

Addendum No. <u>1</u>	Dated <u>Nov 29, 2022</u>
Addendum No. <u>2</u>	Dated <u>Dec 02, 2022</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

P:L Land maintenance Inc.
Company

Lazarus L. Comas
Signature

LAZARUS L. COMAS
Print Name

PRESIDENT
Title

Attachment D - Bidder's Questionnaire

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

1. CONTACT INFORMATION

Name of Company	P&L Lawn maintenance Inc.
Contact Individual	Jason Comes
Contact Address	300 N. Goldenrod Rd.
City, State, Zip	Orlando, FL 32807
Telephone Number	407-278-9123
Email Address	PNL89@aol.com

2. AUTHORIZED SIGNATORIES

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

<u>Name</u>	<u>Title</u>	<u>Indicate Principal or Authorized Authority</u>
Lazaro Comes	President	Principal
Jason Comes	General manager	Authorized Authority
Ilene Comes	Vice-president	Principal

3. EXPERIENCE

- Primary line of business: Landscape maintenance
- Years in business: 30+
- Years performing this type of work: 30+
- Total number of employees: 50
- Provide a copy Business License

4. SCHEDULE

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

5. **TOOLS AND EQUIPMENT**

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

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

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

7. **LOCAL SERVICE FACILITY**

Name of local service center	same as contract information. we do
Address of local service center	all service in house
The local service center is located in	
Contact:	
Telephone number	
Email:	

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

Ref #1. Customer/Client:	GOAA
Date of Services:	2004-2021
Description of Services:	full services provided from mowing to irrigation maintenance
Size of Contract	by Acreage 200+ or by Square Mile
Street Address:	5855 Cogo Rd
City, State, ZIP Code:	Orlando, FL 32827
Telephone #	407-797-6818
Contact Person:	Deissy Pagen
Email:	dpagen@goss.ors

Ref #2. Customer/Client:	Orange County Parks and Rec
Date of Services:	Full landscape maintenance from 1992 - current
Description of Services:	mowing, edging, blowing, weeding, trimming
Size of Contract	by Acreage 500+ or by Square Mile
Street Address:	4801 West Colonial Dr.
City, State, ZIP Code:	Orlando, FL 32808
Telephone #	407-902-8506
Contact Person:	Michael Saldutti
Email:	michael.saldutti@ocfl.net

Ref #3. Customer/Client:	Orange County Facilities
Date of Services:	2018 - current
Description of Services:	full landscape maintenance services
Size of Contract	by Acreage 200+ or by Square Mile
Street Address:	1944 east michigan st.
City, State, ZIP Code:	Orlando, FL 32806
Telephone #	407-756-8427
Contact Person:	Steve Urans
Email:	steve.urans@ocfl.net

Ref #4. Customer/Client:	Trinity Prep School
Date of Services:	2017 - current
Description of Services:	full maintenance services
Size of Contract	by Acreage 100+ or by Square Mile
Street Address:	5700 Trinity Prep Ln
City, State, ZIP Code:	Winter Park, FL
Telephone #	321-303-7104
Contact Person:	Justin Mohler
Email:	mohlerj@trinityprep.org

MERCHANTS BONDING COMPANY™

December 1, 2022

RE: P&L Lawn Maintenance, Inc.
Winter Park, FL

To Whom It May Concern:

We are pleased to write to you concerning our customer, P&L Lawn Maintenance, Inc. We have had the privilege of providing for their surety needs since 2012. Their current bonding limits are \$1,000,000 single job with a \$3,000,000 aggregate work program.

The surety for this principal, Merchants Bonding Company, is an AM Best rated "A VIII" company and is an admitted surety in all 50 states. Merchants Bonding Company (Mutual) also appears on the U.S. Treasury list of approved companies (Department Circular 570).

Although P&L Lawn Maintenance, Inc. has our highest recommendation, execution of any final bonds would be subject to a review of the contract terms and conditions, including any requested bond forms, and also their current financial standing at the time of the request.

This letter is written for no consideration and is not a legally binding document or commitment to provide future bonds.

Sincerely,



Aaron Finken
Director – Contract Underwriting

street
6000 Lakeshore Drive
Winter Park, FL 32789-4700

mailing
P.O. Box 1000
Winter Park, FL 32789-1000

toll free 800 635 8171
local 321 245 0121
fax 321 245 0604

email info@merchantsbonding.com
website merchantsbonding.com

Airport Schedule and Traffic Plan

Mowing and edging: 3 person crew working 8 hours a day will take approximately 4 days to complete all mowing, edging, trimming, and blowing. Friday will be used as a make up date in case of rain.

Weeding and pruning: A designated detail crew composed of two to three people depending on the time of year will be on site full time tending to the landscape beds so that they will always be kept weed free and tightly trimmed.

Trash pickup- One designated full time trash pickup person continuously patrolling the airport.

Irrigation- Two full time dedicated technicians are to be only assigned to this project. Rolando the lead tech already has knowledge of the airport's irrigation system

Traffic Plan:

When MOT is needed during the contract, P& L will supply all safety equipment needed to safely close lanes and work areas. Cones and traffic signs will be used at proper distances allowing plenty of time for drivers to merge. Also P & L will have a truck or trailer with an arrow sign to guide traffic. If needed a person will be provided flagging cars.

Rolando Fabelo

300 N. Goldenrod Rd.
Orlando, FL 32807
(407) 273-9123
pnl89@aol.com

EDUCATION

1997 finished high school in Cuba

Profile

Extensive hands on experience with all aspects of various irrigations systems maintenance for large scale commercial and municipal properties including inspections, troubleshooting, repairs, operation and maintenance.

Experience

2012-2013

Landscape maintenance technician- worked with the mow crew

2013-2014

Assistance irrigation technician- worked under lead technician learning the trade

2014-Present

Lead Irrigation Technician P & L Lawn Maintenance Inc.

- Knowledge and use of electrical voltage meters, cable, and ground fault locators, DC volt pump
- Utilized wire tracking equipment to locate in field system components for repairs or replacement
- Repair of large irrigation water supply lines (up to 12 inches in diameter)
- Performed complete system component integrity inspections and provided analysis reports
- Repaired/replaced valves, wiring, sprinkler heads, piping, system clocks and pump components
- adjusted system run times based on seasonal requirements and/or local water restrictions
- Provided 'on call' emergency field service support as required by public and private entities
- Valid Florida driver's license and MCO 'badge' subcontractor permit

Key Achievements

- Assisted in retaining multi-year contracts with various local government entities
- Implemented system maintenance and oversight for large commercial and multi-unit residential sites
- Intimately familiar with all aspects of P & L irrigation operations and field operation duties

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

Date File No. Expires
March 7, 2022 JB2177 February 28, 2023

THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS
REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE
PERIOD EXPIRING: February 28, 2023

AT

300 N GOLDENROD RD
ORLANDO, FL 32807

P & L LAWN MAINTENANCE INC
P O BOX 574577
ORLANDO, FL 32857

General Household Pest and
Rodent Control
Lawn and Ornamental

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

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

P & L LAWN MAINTENANCE INC
300 N GOLDENROD RD
PEST CONTROL COMPANY FIRM

JB2177

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING February 28, 2023

Nicole Fried Signature
COMMISSIONER

Wallet Card - Fold Here

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



UF UNIVERSITY of
FLORIDA
IFAS Extension

**Certificate of Training
Best Management Practices
Florida Green Industries**

GV10152-1

Certificate #

GV10152

Trainee ID #

The undersigned hereby acknowledges that

Jason Comas

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Donald P. Rainey

Issuer

C. White

Instructor

6/4/2010

Date of Class

Heather Ritchie

DEP Program Administrator

Not valid without seal

2022 EXPIRES 9/30/2023 3125-0073299
3125 SVC-LAWN MAINTENANC \$30.00 1 EMPLOYEE

TOTAL TAX \$30.00
PREVIOUSLY PAID \$30.00
TOTAL DUE \$0.00

COMAS LAZARO L

P & L LAWN MAINTENANCE INC
COMAS LAZARO L
300 N GOLDENROD RD
ORLANDO FL 32807

300 N GOLDENROD RD
U - ORLANDO, 32807

PAID: \$30.00 0098-01079038 9/8/2022

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

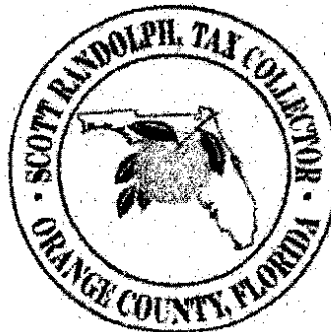
This Local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty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

2022 EXPIRES 9/30/2023 3125-0073299
3125 SVC-LAWN MAINTENANC \$30.00 1 EMPLOYEE

TOTAL TAX \$30.00
PREVIOUSLY PAID \$30.00
TOTAL DUE \$0.00

300 N GOLDENROD RD
U - ORLANDO, 32807

PAID: \$30.00 0098-01078038 9/8/2022



COMAS LAZARO L

P & L LAWN MAINTENANCE INC
COMAS LAZARO L
300 N GOLDENROD RD
ORLANDO FL 32807

This receipt is official when validated by the Tax Collector.

Orange County Code requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.



DIVISION OF BUILDING SAFETY

Shane Gerwig, Manager/Building Official
201 South Rosalind Avenue, 1st Floor
Orlando, Florida 32802

P & L Lawn Maintenance Inc
Jason Comas
300 N Goldenrod Rd.
Orlando, FL 32807

DATE: 10/02/2020

Below is your Registered Plumbing Contractor Card and Certificate of Competency; the expiration for this card is September 30, 2022. A certificate holder who fails to renew within three (3) years of the date of expiration of their Certificate of Competency shall be required to retake the examination in order to reinstate their certificate, unless the proof of active competency from another municipality is provided.

The competency card shall be detached along the dotted line and in your possession while performing related construction in Orange County. The certificate of competency should be prominently displayed at your primary place of business.

If you have any questions, please do not hesitate to call our Contractor Licensing Department at (407)836-5522.

Contact Information Currently on File

Address: **300 N Goldenrod Rd.**
Orlando, FL 32807

Phone: **4072739123**

Email: **pnl89@aol.com**

NOTE: in order for us to adequately manage your account, please make sure that all of your contact information is kept current. Failure to do so may result in your inability to obtain permits and/or inspections in Orange County.

Orange County
Division of Building Safety
Competency Card

Registered P- Irrigation Specialty

IS0002992

09/30/2022

(expiration date)

P & L Lawn Maintenance Inc

Jason Comas

300 N Goldenrod Rd.

Orlando, FL 32807

(Signature of Card Holder)

(Not valid unless signed)

Orange County
Division of Building Safety
Certificate of Competency

Issue date: 03/19/2015

Expiration date: 09/30/2022

State Registration Number: **IS0002992**

Contractor license trade: **Plumbing**

Company Name: **P & L Lawn Maintenance Inc**

Contractor license type: **Registered P- Irrigation Specialty**

Individual Information:

Jason Comas

300 N Goldenrod Rd.

Orlando, FL 32807

FERTILIZER MANAGEMENT ORDINANCE

Chapter 15, Article XVII



MYFLORIDA.COM

Y44DVI 19798444

12-23

Y44DVI

ORANGE

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

Date File No. Expires
March 7, 2022 JE116609 February 28, 2023

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
February 28, 2023 AT

P & L LAWN MAINTENANCE INC
ORLANDO, FL 32807

RODOLFO RODRIQUEZ
P & L LAWN MAINTENANCE INC
P O BOX 574577
ORLANDO, FL 32857

Regular

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

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

RODOLFO RODRIQUEZ
P & L LAWN MAINTENANCE INC
ID CARD HOLDER

JE116609

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING February 28, 2023

Nicole Fried
COMMISSIONER

Signature
ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

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

Florida Department of Agriculture and Consumer Services



WILTON SIMPSON, Commissioner

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[Licensee Report](#)

[Tool](#)

Below is your confirmation of payment. Please retain a copy for your records.
You will be notified when your application has been approved. Please allow 3-5 working days for processing.

Payment Receipt	
Name:	jason Comas
Amount Paid:	\$ 25.00 + \$.63 = \$25.63
Submittal ID:	143158600
Cart Number:	2404678
DTN (Reference #):	1111082
License Type:	LF
Payment Date:	2/8/2023
Payment Status:	PAID

Print Receipt

Please note that making a payment does not guarantee license issuance. Your license will not be approved until all requirements have been met. Once FDACS has approved that the license holder has fulfilled all the requirements, the license will then be issued.

P & L LAWN MAINTENANCE & IRRIGATION, INC.

300 N. GOLDENROD RD • ORLANDO, FL 32807 • (407) 273-9123 FAX (407) 273-9122

Equipment List

- Over 50 riding and walk behind mowers
- Over 25 pick-up trucks
- Over 20 utility trailers
- Over 45 stick edgers
- Over 70 string trimmers
- Over 50 blowers
- Over 20 hedge trimmers
- Over 20 chainsaws
- Over 20 back pack sprayers
- 1 Dump Truck
- 1 Bucket Truck
- 3 John Deere Tractors with Batwing Mowers
- 3 spray units
- 2 gator utility vehicles
- 2 Irrigation vans
- 2 pest control spray trucks

❖ Total fleet equipment inventory worth over 1 million dollars

"LET A PRO HANDLE IT"

P & L LAWN MAINTENANCE & IRRIGATION, INC.

300 N. GOLDENROD RD • ORLANDO, FL 32807 • (407) 273-9123 FAX (407) 273-9122

Since 1989, P & L Lawn Maintenance Inc. has been conducting business in the Central Florida area. Through the years we have offered full scale landscape maintenance services to many organizations in Central Florida covering all the scope of services in this contract. We are fully licensed and insured with certified technicians to service your property.

Sincerely,

Jason Comas

"LET A PRO HANDLE IT"

Attachment E - Conflict of Interest Disclosure Form

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

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

Comments:

Acknowledged by:

Lezard L. Comas

Firm Name:

PS L. Land Maintenance Inc.

Signature of Authorized Representative:

Lezard L. Comas

Name and Title (Print or Type):

LEZARD L. COMAS (PRESIDENT)

Date:

12/12/22

Attachment F - Certification Regarding Prohibition Against Contracting with Scrutinized Companies

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

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

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

Name of Respondent: Leyre L. Comes

By: Leyre L. Comes
(Authorized Signature)

Title: PRESIDENT

Date: 12/12/22

Attachment K - E-Verify Acknowledgment

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

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

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

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

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

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

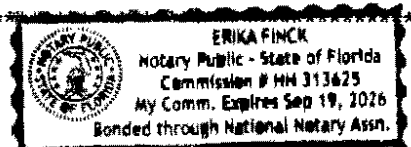
The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of resulting contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision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

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

Company Name: P/L Land Maintenance
Authorized Name: Gregory L. Combs Title: President
Signature: [Signature] Date: 12/12/22

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

State of Florida
County of Seminole



This instrument was acknowledged before me on December 12, 2022
(Date)
Notary Public Signature [Signature]

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above P&L Lawn Maintenance, Inc	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <i>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</i> <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 300 N. Goldenrod Rd.	Requester's name and address (optional)
6 City, state, and ZIP code Orlando, FL 32807	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-				-	
OR									
Employer identification number									
5	9	-	3	1	3	9	0	2	1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

[Signature]

Date ►

2-12-2024

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1088 (home mortgage interest), 1088-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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



PLLAWNM-01

ACHEVALLIER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/11/2022

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 Stahl Morse & Associates 1000 Wickva Springs Road Longwood, FL 32778	CONTACT NAME
	PHONE (A/C, No, Ext): (407) 889-4200 FAX (A/C, No): (407) 882-7856
	E-MAIL ADDRESS: certs@stahlinsurance.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Southern Owners Ins Co NAIC # 10190
	INSURER B: Auto Owners Insurance Company 18888
	INSURER C: FFVA Mutual Insurance Co 10385
	INSURER D:
	INSURER E:
	INSURER F:

INSURED
P & L Lawn Maintenance, Inc.
P & L Lawn Maintenance & Irrigation
PO Box 574577
Orlando, FL 32857

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			72499812	8/10/2023	9/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5249981500	9/10/2022	9/10/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			5249961501	9/10/2022	9/10/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER PER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC84000348212021A	12/30/2021	12/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Property: 919 & 941 Lake Baldwin Lane Vendors

CERTIFICATE HOLDER

CANCELLATION

Baldwin Park Real Estate Partners, LLC.
c/o AJP CAM Management Group, LLC.
3750 N.W. 87th Avenue, Suite 280
Doral, FL 33178

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



GREATER ORLANDO AVIATION AUTHORITY

23-107-IFB

Terminal “C” Complex Landscape Maintenance Services

DATE OF ISSUE: Sunday, November 6, 2022

PRE- BID CONFERENCE OR GOTOMEETING:

Tuesday, November 15, 2022; 10:00 a.m.

PRE-BID LOCATION:

GOAA Annex Building

5855 Cargo Road, 1st Floor Conference Room Gemini,

Orlando, FL 32827- 4399 or

attend virtually via a GoToMeeting: <https://meet.goto.com/839922389>

United States (Toll Free): 1 877.309.2073 Access Code: 839922389

DEADLINE FOR QUESTIONS: Tuesday, November 22, 2022, 5:00 p.m., EST

DIRECT ALL QUESTIONS & INQUIRES TO:

Janice K. Hughes, CPPB

Senior Purchasing Agent

Phone: (407)-825-6425

Email: Janice.Hughes@goaa.org

SUMBIT BIDS TO:

Greater Orlando Aviation Authority

GOAA Annex Building

Purchasing Department

5855 Cargo Road

Orlando, FL 32827-4399

IFB DUE: Tuesday, December 13, 2022, 11:00 a.m. EST

1.0 **GENERAL INFORMATION**

1.1 **Tentative Schedule**

Release Date	November 6, 2022
Pre-Bid Meeting Date (10:00 am EST)	November 15, 2022
Deadline for submission of questions (5:00 pm EST)	November 22, 2022
Release of Addendum, if any	November 29, 2022
Deadline to submit Solicitations (by 11:00 am EST)	December 13, 2022
Concessions/Procurement Committee (CPC)*	January 9, 2023
Recommendation to the Aviation Authority Board*	February 15, 2023

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

1.2 **Intent/Purpose**

- a. The Greater Orlando Aviation Authority, Orlando International Airport, Orlando, Florida, (Aviation Authority) is soliciting sealed bids from qualified Bidders to provide Landscape Maintenance and Irrigations Services; to furnish all labor, supervision, equipment, tools, materials and supplies, licenses, permits, chemicals, and all other items necessary or proper for, or incidental to, performing landscape and irrigation maintenance services for the Terminal C Complex, to include the Train Station (fka as the South APM) at the Orlando International Airport in accordance with these Specifications.
- b. The Aviation Authority will only consider Bids from qualified bidders who Bidders must be/have been in business for a minimum of five (5) years performing Landscape Maintenance Services in an area of at least 100 acres.
- c. This Bid includes a Minority and Women Business Enterprise (MWBE) participation requirement. The Participation Goal for this Contract will be **25% for MWBE.**

1.3 **Solicitation Information**

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

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

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

1.4 Contract Period/Initial Term

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

1.5 Price Escalation/De-Escalation (CPI)

- a. The original contract prices shall be firm for an initial one (1) year contract period. A price escalation/de-escalation will be considered at one (1) year intervals thereafter, provided the Contractor notifies the Aviation Authority, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract's anniversary date.
- b. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.
- 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:

Current Index – Base Index / Base Index = % of Change
% of Change x 100 = **Percentage Change**

CPI-U Calculation Example:

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

- d. A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, the Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Aviation Authority's Purchasing Department.
- e. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum

allowable increase shall not **exceed 3%** unless there are circumstances demonstrating that an increase beyond this amount is required and this is approved by the Aviation Authority.

- f. All price adjustments must be accepted by the Director of Purchasing, and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed. Only final CPI data will be used to adjust contract pricing.
- g. Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the Contractor shall notify the Aviation Authority's Purchasing Department of price decreases in the method outlined above.
- h. If the Contractor intentionally fails to pass the decrease on to the Aviation Authority, the Aviation Authority reserves the right to place the Contractor in default.

1.6 Communications; Questions Regarding Specifications or Bidding Process

- a. All communication and contact regarding this solicitation shall be directed to the Senior Purchasing Agent referenced on the cover page of this solicitation.
- b. Any official communication from a Bidder during the Bid process should be submitted in writing to the Greater Orlando Aviation Authority, **GOAA Annex Building, Purchasing Department, 5855 Cargo Road, Orlando, FL 32827- 4399** or to the email address as directed during the Bid process. A copy of the Administration Policies (Sections 180.01 and 180.03) are available upon request from the Chief Administrative Officer.
- c. In accordance with the above-referenced policies, any communication directly or indirectly to seek to encourage any specific result in connection with an Aviation Authority selection process, including but not limited to, written communications, any and all forms of electronic communications or messaging, including social media, oral communications either in person or by telephone, initiated by a Bidder or through a lobbyist, agent or third person, to any Aviation Authority staff and/or Committee/Board member who is a member of any committee constituted for the purposes of ranking Solicitations, making recommendations or making an award, is prohibited from the time that the Solicitation is released to the time that the award is made.

1.7 Notice of Intent to Award Contract

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

1.8 Public Meetings/Public Records

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

1.9 Code of Ethics and Business Conduct Policy

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

2.0 **SPECIAL CONDITIONS**

2.1 **Bidder's Minimum Requirements**

- a. Bids will be considered from Bidders who have qualified personnel and equipment to perform prompt service or provide required goods. The Aviation Authority reserves the right to request information or conduct an inspection of the Bidder's facility and equipment prior to the award of the Contract.
- b. Bids will be considered only from Bidders which are regularly engaged in the business as described in this Bid package; with a record of performance for the period of time stated in the Minimum Requirements, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company following the best business practices.
- c. Bidders that do not meet the requirements listed herein as determined by the Aviation Authority, at its sole discretion, will be deemed non-responsive and not considered for award. All decisions made by the Aviation Authority are final.
- d. Bidder must have a minimum of five (5) years' experience performing Landscape Maintenance Services in an area of at least 100 acres providing:
 - 1) Mowing;
 - 2) edging and trimming;
 - 3) weeding;
 - ~~4) pruning trees and palms;~~
 - 5) disease and insect control;
 - 6) fertilization;
 - 7) provide/install annuals;
 - 8) trash and debris removal;
 - 9) provide/placement of mulch; and
 - 10) Irrigation maintenance.
- e. Bidder has provided these services for at least three (3) entities with contracts of similar size and scope of this Contract during such five (5) year period immediately preceding the date.
- f. Demonstrates the availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation, per the Bidder's questionnaire.
- g. Bidder shall submit with bid copies of all Licenses and Certifications that are pertinent to this work. All such documents shall be current.

- 1) Possesses a State of Florida Restricted Pesticide Ornamental and Turf License issued by the Department of Agriculture and Consumer Services authorizing the application of pesticides, herbicides, and insecticides for interior use.
- ~~2) Provide an Arborist certified by the International Society of Arboriculture Business License.~~
- 3) Proof Bidder can meet the Performance Bond requirements. Refer to Section 2.4)
- 4) Proof Bidder can meet the Insurance requirements (Refer to Section 2.5).

2.2 Evaluation of Bid Award

- a. For purposes of this solicitation, the determination of the responsive and responsible Bidder submitting the lowest Bid shall be made after the review and application of all applicable programs established by the Aviation Authority, including but not limited to the Aviation Authority's MWBE/LDB program.
- b. If a Bidder has another Landscape Contract with the Aviation Authority at the time of bid submittal, the Bidder will be required to provide an affidavit that the personnel and equipment to be used for this contract will not impact or diminish the personnel, equipment or schedule of any existing Aviation Authority contract.
- c. In determining whether a Bidder is responsible, the Aviation Authority reserves the right to consider matters such as, but not be limited to:
 - 1) Total Cost;
 - 2) Past Performance. In order to evaluate past performance, all Bidders 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 IFB. For company name and/or ownership changes, appropriate documentation shall be required. The contact person must have given permission and be expecting contact from the Aviation Authority for reference purposes. A concise but thorough description of the Contractor services provided to each of the references submitted to the Aviation Authority is required. The Aviation Authority may be listed as one reference only;
 - 3) All requirements associated with this Bid as described in Section 3, Scope of Work/Specifications.
 - 4) Bidders shall provide all documentation as listed in Section 6, Bid Submittals.

2.3 References

- a. All Bidders must submit a list with a minimum of three (3) verifiable business/client references proving a **minimum of five (5) years of commercial service**. The Aviation Authority may make such investigation, as it deems necessary to determine the responsibility, qualifications, and ability of the Contractor **and its Subcontractors** to perform the Scope of Services. The Bidder shall furnish to the Aviation Authority all necessary and requested information and data for this purpose.
- b. The Aviation Authority reserves the right to reject any Bid if the evidence submitted by or investigation of such Contractor or its Subcontractors, fails to satisfy the Aviation Authority that such Contractor is a responsive and responsible Contractor in accordance with the criteria set forth herein.

2.4 Surety Bonds/Letters of Credit/Liability Insurance

A Surety Bond/Letter of Credit is required for this Contract.

- a. Prior to Aviation Authority's execution of the Contract and within ten (10) business days of the award, the Contractor shall furnish to Aviation Authority a Performance Bond completed on the Aviation Authority's forms provided in the Contract Documents. Such Performance Bond shall be current and in compliance at all times during the Term of the Contract in a penal sum equal to **Three Hundred Fifty Thousand Dollars (\$350,000.00)**.
- b. The Awarded Contractor may elect to provide the Aviation Authority, in lieu of the required Performance Bond (but not the Payment Bond if required by general law), a letter of credit in an amount equal to **Three Hundred Fifty Thousand Dollars (\$350,000.00)** and issued on the Aviation Authority's form of irrevocable standby letter of credit ("Letter of Credit"). The Contractor shall provide the Aviation Authority with a Letter of Credit that remains in effect for at least one year after the expiration or earlier termination of the term of the Contract including any renewal or other extended term. If the Contractor fails to perform any obligation required of it under the terms of the Contract including, but not limited to, providing the Aviation Authority with an acceptable renewal or replacement letter of credit within the required time limits, the Aviation Authority shall be entitled, in addition to any other remedies, to draw the full amount of the funds available under any Letter of Credit provided by Contractor to Authority and to hold such funds until such time as the Aviation Authority in its discretion shall determine the amount of damages, costs and expenses owing to it from the Contractor. The Aviation Authority shall retain from such funds an amount equal to its actual or anticipated damages, costs and expenses, and shall thereafter return the remaining amount of the funds, if any, to the Contractor.
- c. Prior to the commencement of any renewal or extended term of the Contract, Contractor, at its own expense, shall provide to the Aviation Authority an

acceptable renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit .

- d. Except as provided in this Performance Bond Section, the Aviation Authority will not accept any change or modification to the forms of Performance Bond or Letter of Credit attached to these Proposal Documents. The sole change to the forms of Performance Bond and Letter of Credit that the Aviation Authority will accept is that the Contractor may provide a Performance Bond or a Letter of Credit **that is for a period of less than the full initial term of the Contract but which still has an effective term of not less than twelve (12) months.** The Aviation Authority shall release any existing Letter of Credit provided by the Contractor upon the Aviation Authority's receipt and approval of a renewal or replacement Letter of Credit that complies with the requirements of this Contract.
- e. The Contractor shall, **at least sixty (60) calendar days prior to the date** on which the then current Performance Bond or Letter of Credit expires, provide a renewal or replacement Performance Bond or Letter of Credit that complies with the requirements of the Contract. The Aviation Authority shall release any existing Letter of Credit provided by the Contractor upon the Aviation Authority's receipt and approval of a renewal of the Letter of Credit that complies with the requirements of this Contract.
- f. If the Contractor is required to provide any renewal of the Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit (collectively, the "Replacement"), Contractor shall, at the discretion of the Aviation Authority, calculate the penal sum/amount (the "Amount") of any such Replacement as follows:
 - 1) If the Renewal is provided in connection with the expiration of an existing Performance Bond or Letter of Credit prior to expiration of the initial term of the Contract but not in connection with an amendment to the Contract where the compensation to be paid to Contractor is increased, the Replacement shall be in an Amount equal to the Amount of the then current Performance Bond or Letter of Credit.
 - 2) If the Replacement Performance Bond is provided in connection with an amendment of the Contract where the compensation to be paid to the Contractor during the period covered by the then current Performance Bond or Letter of Credit is increased for any reason, the Replacement shall be in an Amount equal to the Amount of the then current Performance Bond or Letter of Credit plus an amount that bears the same ratio to the increased compensation to be paid to the Contractor that the Amount of the then current Performance Bond or Letter of Credit bears to the total compensation to be paid to the Contractor prior to such amendment to the Contract.

- 3) If the Replacement is provided in connection with the renewal or extension of the Contract and the required Amount of the Performance Bond or Letter of Credit for the initial term of the Contract is stated as a fixed Amount, the Replacement shall be in an Amount equal to the lesser of either (i) the Amount required during the initial term of the Contract; or (ii) an Amount that bears the same ratio to the total estimated compensation to be paid to the Contractor during the renewal term that the Amount required during the initial term of the Contract bore to the total estimated compensation to be paid to the Contractor during the initial term of the Contract.
 - 4) If the Replacement is provided in connection with the renewal or extension of the Contract and the required Amount of the Performance Bond or Letter of Credit for the initial term of the Contract is stated as a fraction or percentage of the Contract price, the Replacement shall be in an Amount equal to the same annualized percentage of the total estimated compensation (including any reimbursable expenses) to be paid to the Contractor during the renewal term (i.e., if the initial Performance Bond or Letter of Credit is 1/6 of the total three year Contract cost, then the Replacement will be one-half of the total estimated compensation to be paid to the Contractor during the renewal year).
- g. Failure to timely submit an acceptable Performance Bond or Letter of Credit prior to commencement of the Contract in addition to all other rights available to the Aviation Authority under law, shall give the Aviation Authority the right to withdraw the Notice of Intent to Award, without the need for providing the Contractor advance notice or the opportunity to cure. Failure to timely submit any required renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit that meets the requirements of this Section constitutes a default under the terms of this Contract and, in addition to all other rights available to the Aviation Authority under law, shall give the Aviation Authority the right to immediately terminate the Contract without providing the Contractor advance notice or the opportunity to cure. In connection with any such default, the Aviation Authority shall have the right to claim against the Contractor's then current Performance Bond or Letter of Credit for all of Aviation Authority's losses, costs, damages, or expenses. The provision of this Paragraph shall survive the expiration or earlier termination of the Contract.
- h. Surety Bonds delivered to the Aviation Authority in satisfaction of any requirement under this Contract must meet the following criteria:
- 1) Performance Bond provided to the Aviation Authority in connection with Contracts having a value of \$500,000.00 or less shall be duly issued by an insurer or corporate surety which:
 - a) Is authorized to conduct insurance business in the State of Florida;

- b) Currently holds a certificate of authority authorizing it to write surety bonds in the State of Florida; and
 - c) Is otherwise in compliance with the provisions of the Florida Insurance Code.
- 2) Performance and Payment Bonds provided to the Aviation Authority in connection with Contracts having a value in excess of \$500,000.00 shall be duly issued by an insurer or corporate surety which:
 - a) Is authorized to conduct insurance business in the State of Florida;
 - b) Holds a currently valid certificate of authority by the U.S. Department of Treasury pursuant to 31 U.S.C. ss 9304-9308; and
 - c) Has 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 Services.
 - d) Notwithstanding the provisions of (c) above, an insurer or corporate surety which is not rated by AM Best Rating Services may be accepted by Aviation Authority, but only if approved by Aviation Authority's Risk Manager and Department Director following a review or investigation of the insurance company's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, of the insurance company's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, liquidity and such other factors as the Aviation Authority's Risk Manager may deem appropriate.
- i. Liability Insurance Companies furnishing insurance coverages required by these General Conditions shall (a) be currently authorized to conduct insurance business in the State of Florida, and (b) 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 Services.
- j. In the event that the Aviation Authority requests Contractor to purchase materials or as a condition to approval of a Subcontractor in accordance with Section 4 of the Standard Terms and Conditions, the Aviation Authority shall have the right to require Contractor to provide a payment bond in accordance with Section 255.05, Florida Statutes.
- k. Letters of Credit shall be issued by a bank with an office located in the State of Florida and reasonably acceptable to the Aviation Authority's Chief Executive Officer or designee.

2.5 **Insurance Requirements**

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

At its sole expense, Contractor shall maintain the following insurance during the term of this Contract, including any extensions or renewals and such insurance will apply to Contractor, its employees, agents, and Subcontractors.

a. Commercial General Liability and Automobile Liability:

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

b. Workers' Compensation and Employer's Liability.

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

c. Pollution/Environmental Liability Insurance.

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

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

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

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

2.6 Verification of Employment Status

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

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

2.7 Identification and Access Requirements

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

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

g. Fees Associated with Identification Badges and Keys

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

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

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

- i. Contractor must co-sign with the Subcontractor all badge applications for any employee of a temporary employment agency engaged as a Subcontractor to provide personnel to Contractor on this Contract. All employees provided by temporary employment agencies for this Contract shall be Contractor Responsible Employees. Before submitting a badge application for an employee provided on this Contract by a temporary employment agency, Contractor or the temporary employment agency must submit to the Aviation Authority's Authorized Representative (AAR) for prior approval of such employee, a Contract between the temporary employment agency and such employee reflecting an intended assignment of such employee to the Contract for the remaining duration of the Contract or the duration of the Contractor's need for such position.
- j. **Customs and Border Patrol Badge – Not Applicable.**

2.8 Airport Security

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

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

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

- e. Bidders are required to submit, with their Bids, the Letter of Intent/Affirmation information by completing the form for each MWBE Firm. (Attachment F-1) The Bidder may make duplicates of this form as needed. Both the MWBEs and the Bidder are required to affirm the information provided by signing the form prior to submittal. After the Bids are opened, but prior to award, the Aviation Authority may request, receive, and review additional information from Bidders in order to verify the accuracy of the level of information presented by Bidders with their Bids and the good faith effort of Bidders to reach the MWBE goal.
- f. After the Bids are opened and prior to an award of the Contract, the Aviation Authority may request, receive and consider omitted and supplemental information from the Bidders as to the certification of Bidders, if applicable, and of any Bid Subcontractor, supplier or joint venture in order to determine MWBE status.
- g. The successful Bidder shall enter into subcontract(s)/purchase orders with the MWBE(s) identified in the Bidder's Bid documents which the Aviation Authority relied upon in awarding this Contract, subject only to the Aviation Authority's right to approve all Subcontractors.
- h. The Contractual arrangements with the MWBE(s) shall incorporate such reasonable terms as are required to complete the work described therein while furthering the Aviation Authority's MWBE policy. The successful Bidder must submit copies of the signed subcontract(s)/purchase order(s) to the office of Small Business Development for each MWBE prior to commencement of performance under this Contract.
- i. Failure to enter into the subcontract(s)/purchase order(s) with the MWBE(s) identified in the Bidder's Bid documents or failure to submit copies of the signed subcontract(s)/purchase order(s) may result in loss of the award to Bidder.
- j. A Bidder shall not breach any of its obligations with the MWBE(s). In the event Bidder desires to terminate or replace a MWBE, Bidder shall promptly notify the Aviation Authority of the impending termination, the reason for the termination and obtain the Aviation Authority's approval prior to proceeding with the termination. Following the termination Bidder shall replace the terminated MWBE with another MWBE. If the Bidder is unable to utilize another MWBE for performance of that portion of this Contract, the Bidder shall provide the Aviation Authority with documentation, in a form satisfactory to the Aviation Authority, showing that it is not possible to replace the terminated MWBE with another MWBE. The MWBE percentage for participation must not decrease below the percentage proposed during the term of the Contract.
- k. The successful Bidder shall submit to the Aviation Authority a Disbursement Form with each invoice submitted for payment, indicating the amount of money spent with each MWBE(s) since the previous invoice.

- l. Failure to carry out the requirements set forth herein or the commitments made by the Bidder (e.g. failure to subcontract with and use MWBEs, to pay MWBEs as committed in the Bid documents, the failure to promptly pay MWBE Subcontractors in accordance with Section 4, subsection 32, etc.) shall constitute a breach by the Bidder of this Contract and may result in termination of the Contract by the Aviation Authority or such other remedy as the Aviation Authority deems appropriate. Additionally, Contractor is reminded two or more failures to satisfy the requirements set forth herein or the commitments made by Bidder may result in debarment under the Aviation Authority's Debarment of Contractors Policy 130.04.
- m. A list of currently certified MWBEs may be obtained via the internet at <https://orlandoairports.net/airport-business/>. The Aviation Authority will provide this information as a convenience only, and Bidders shall be solely responsible for ensuring all MWBEs are capable of performing. Certification of eligibility as an MWBE should be completed prior to submission of a Bid. During the Bid process, Bidders may contact the Office of Small Business Development for any questions or information concerning the MWBE Participation Program.
- n. Compliance with the MWBE policy of the Aviation Authority does not relieve Bidders of the equal employment opportunity obligations under state and Federal laws and regulations.

2.10 Local Developing Business ("LDB") Participation Program

Not Applicable.

2.11 Good Faith Effort for MWBE Participation Program

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

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

2.12 Performance/Invoicing

- a. The Aviation Authority shall, at regular intervals, monitor the performance of Contractor to determine whether the work to be performed under the Contract has in fact been accomplished to Aviation Authority's satisfaction and/or completed in a timely manner.
- b. Contractor must correct deficiencies noted during inspection within two (2) working days following receipt of written notice of deficiency.
- c. 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.

- d. The Aviation Authority shall pay the undisputed amount of Contractor's invoice per The Florida Prompt Act. Items in dispute shall be paid upon the resolution of the dispute in accordance with the Florida Prompt Payment Act.
- e. Contractor shall be obligated to pay promptly all proper charges and costs incurred by Contractor for labor and materials used for the work performed hereunder. The Aviation Authority shall have the right, but not the obligation, to pay directly to third parties (including Subcontractors) all past due amounts owed by Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the Aviation Authority shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.
- f. A fee of \$100 per incident will be charged to the Contractor for any trash and/or debris left behind by the Contractor. The Aviation Authority will notify the Contractor within one (1) business day of discovery. The fee will be deducted from the Contractor's monthly invoice.
- g. 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 General Scope of Work

- a. This Contract will be to furnish all labor, supervision, equipment, tools, materials and supplies, licenses, permits, chemicals, and all other items necessary or proper for, or incidental to, performing landscape and irrigation maintenance services for the Terminal C Complex, to include the Train Station (fka as the South APM) at the Orlando International Airport in accordance with these Specifications.
- b. The Contractor by executing this Contract acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The Aviation Authority will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as its stated commitment to fulfill all the conditions referred to in this Contract.

3.2 Completion of Work

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

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

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

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

3.3 Inspections and Approval

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

- b. The AAR shall sign off the daily work ticket when work is satisfactorily completed. Contractor must correct deficiencies noted during inspection following receipt of written notice of such deficiency which shall include the two day time frame for completion.
- c. Any work required beyond that which is specified herein shall be reported in advance to the AAR. At no time shall work beyond the scope be performed without prior written authorization from the AAR.

3.4 Work Hours

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

3.5 Contractor's Performance Requirements

- a. Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract specifications, industry standards and manufacturers' specifications.
- b. The Contractor shall adjust and coordinate its activities to the needs and requirements of the Aviation Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Aviation Authority.
- c. Any work required beyond that which is specified herein shall be reported in advance to the AAR. At no time shall work beyond the scope be performed without prior written authorization from the AAR.

- d. Contractor shall advise the Aviation Authority as soon as practical of any defect or condition that may adversely affect this Contract work, including any defect or condition which is not covered under the scope of this Contract.
- e. Contractor shall utilize maximum safety precautions. See Section 3.7, Traffic Control Plan.

3.6 Safety and Protection

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

- h. Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract specifications, industry standards and manufacturers' specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the Aviation Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Aviation Authority.

3.7 Traffic Control Plan

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

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

3.8 Regulations

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

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

3.9 Contractor's Tools and Equipment

- a. The Contractor's tools and equipment shall be in good state of repair, safe to use, and shall be used in the manner in which they were intended. All tools and equipment shall be maintained by Contractor in good working order and in first class appearance.

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

3.10 Items Provided by the Aviation Authority:

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

3.11 Contractor's On-Site Communications

The Contractor shall provide, at its sole cost inclusive of any and all maintenance costs, Contractor communication devices such as, but not limited to, mobile devices, cellular

devices, and/or radio equipment. The on-site supervisor at a minimum must have cellular devices for communicating with the Aviation Authority.

3.12 Contractor's Performance Requirements

- a. Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract specifications, industry standards and manufacturers' specifications. 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.
- b. The Contractor shall commence work within three (3) working days from scheduled start date and complete the assigned cycle within fourteen (14) calendar days from the assigned start date in accordance with the Mowing Schedules after being notified by the AAR to begin the cycle.
- c. Contractor shall be responsible for cleanup and removal of storm caused debris. If the damage is directly caused by a hurricane, irrigation problems or tropical storm that is individually named by the National Weather Service or by a tornado that has been confirmed by the National Weather Service, additional services will be directed by the AAR.
- d. Contractor shall report all damage, vandalism, irrigation problems, or unsafe conditions to the AAR immediately. Contractor shall advise the Aviation Authority immediately, by phone and follow-up written e-mail, of any defect or condition which may adversely affect the Contract work, including any defect or condition which is not covered under the scope of the Contract.

3.13 Contractor's Personnel

- a. **The Contractor's On-Site Manager and Landscape Crew engaged for this for this Contract shall be full-time, regular personnel exclusively assigned to this Contract.**
- b. On-Site Manager
 - 1) The On-site Manager shall be exclusively assigned to this Contract by the Contractor to fulfill its obligations. The Contractor further agrees that the On-Site Manager assigned to the Contract shall remain available as long as the individual is employed by the Contractor until the term is completed.
 - 2) The On-Site Manager for this Contract shall be a full-time employee of Contractor based at the terminal complex and shall devote his/her time exclusively to managing Contractor's operations related to this Contract at the Orlando International Airport.

- 3) The On-Site Manager shall possess an Associate's Degree in Horticulture Science related field, or equivalent education and training, and must have five (5) years' experience in supervisory capacity involving projects, which demonstrate the experience and skill necessary to manage the work to be performed under the Contract.
 - 4) The On-site Manager shall be responsible for assuring the Aviation Authority that the work being performed by the Contractor is in accordance with the Contract.
 - 5) **The On-site Manager shall represent the Contractor in the performance on the Contractor's obligations under the Contract, and all instruction and notices given by the Aviation Authority to the On-site Manager shall be as binding as if given to the Contractor, and all statements made by such On-site Supervisor/Manager and/or designee shall be as binding as if made by the Contractor.**
 - 6) The Contractor's On-site Manager shall be available to the Aviation Authority at any time in the event of an emergency condition is declared by the Authority's Chief Executive Officer, Director of Maintenance, or their designees. The On-site Manager and any replacement shall be subject to the Aviation Authority's prior written approval.
- c. Landscape Crews
- 1) The Contractor will assign only qualified, trained, competent, and reliable personnel to perform the services.
 - 2) The use of "short term temporary" or casual "day labor" will not be permitted.
- d. Lead Irrigation Technicians
- 1) Contractor shall have qualified personnel assigned to this Contract with at least three (3) years' experience in irrigation maintenance and shall be knowledgeable of Rainbird irrigation equipment. Also, the personnel must be knowledgeable of the Base Line Irrigation System.
 - 2) Qualification of the Lead Irrigation Technicians shall be provided to the AAR for pre-approval. In addition, Contractor shall provide an irrigation crew of a minimum of two (2) full time irrigation technicians to work solely on the irrigation system.
- e. Certified Pesticide Operator

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

3.14 Mowing

Mowing shall include edging, litter/debris removal, and grass clipping removal as one line item. Any deficiencies not addressed by the Contractor by the time required under any released mowing cycle will be grounds to deny payment for the location affected. The Aviation Authority reserves the rights to deny payment for the whole area if one or more of the items listed above are found deficient and not corrected during the mowing cycle.

- a. For this Contract a mowing cycle is defined as once every seven (7) days from April 1st through October 31st, and no less than once every fourteen (14) days from November 1st through March 31st.
- b. At the direction of the AAR additional mowing cycles may be requested.
- c. Turf shall be mowed to a finish height of three inches to four inches.
- d. Mowing excessively wet areas shall be avoided. No turf areas are to be line trimmed unless authorized by the Aviation Authority. Areas where large mowers are not practical or would damage property must be mowed using small walk - behind equipment.
- e. No gouges or scalping of turf will be allowed. Contractor shall ensure that all mower blades are kept sharpened at all times. Damaged or uneven surfaces, washouts or unsafe areas will be reported to Aviation Authority promptly. Contractor shall periodically alter mowing patterns to avoid rutting.
- f. Contractor shall employ preventative methods to avoid thatch buildup (a spongy buildup of dead and living grass, shoots, stems and roots). Should for a sizable thatch layer of 1" to 2" or greater develop for any reason the Contractor shall be responsible for its removal.
- g. Mowing around water structures, lakes, canals, drainage ditches, etc., shall be to water's edge at time of each mowing. Grass clippings must be prevented from entering retention ponds and water structures. Mowing shall be performed to a natural boundary, fence, road, or curb. Water levels are likely to fluctuate during the term of the Contract. If operating equipment near water's edge is unsafe, Contractor shall be required to line trim down to water's edge.

- h. Mowing over litter or debris will not be allowed. Each area must be policed prior to mowing.
- i. Areas including curbs, gutters, walks, roads, and fence lines shall be raked, blown, vacuumed, and/or cleaned of excess clippings leaves, sticks, twigs, palm fronds, or any other debris on each maintenance day.
- j. Areas to be mowed are in and around public thoroughfares. Pedestrian and vehicular traffic exists throughout all areas to be maintained by Contractor. The safety and convenience of the public is of paramount importance in the execution of the Contractor's obligations under the Contract. The Contractor shall not compromise public safety nor allow any condition that will endanger or inconvenience the public in the performance of its obligations under the Contract.

3.15 Edging and Trimming

- a. Contractor shall trim and properly edge all shrub, groundcover, and flowerbeds as well as tree rings, curbs, walls, sidewalks, etc., and remove clippings. Trimming and edging shall be executed **at every mowing cycle**. Damage to property or existing vegetation by improper trimming or edging shall be promptly repaired or replaced at Contractor's expense.
- b. Mechanical blade type edger will be used to vertically cut grass surfaces along curbs and bed lines to maintain a clean sharp appearance at all time. Edger blades shall be kept sharpened at all time.
- c. In addition to edged surfaces, all other structures such as fire hydrants, sign bases, light pole bases, columns, tree braces, fences, guardrails, drainage structures, etc., shall be trimmed each mowing cycle.
- d. Grounds, sidewalks, and other affected surfaces, shall be raked and cleaned of clippings, leaves, sticks, twigs, palm fronds, and all litter each maintenance day or as needed.
- e. Materials cleaned from grounds shall be disposed of each day in a Contractor provided container and disposal in accordance with Section 3.19, Trash and Debris Removal.

3.16 Weeding

- a. Weed control shall be performed in conjunction with the scheduled mowing cycles. Additional cycles for weed control may be requested by the AAR.
- b. Weeding shall consist of removal of weeds, undesirable grasses, or any extraneous plants. Weed control will be by hand **and/or** by spraying as required

and as specified by the AAR. Weed control by hand and/or spraying shall be continuous through the Contract term.

- c. Landscape plant beds shall be weeded by hand as required.
- d. Roadway walls may be sprayed, but the debris (dead weeds) must be removed by hand each cycle. Roadway Walls may be maintained after hours between the hours of 10:00pm and 5:00am. Prior approval with a traffic plan is required from the ARR prior to work being performed.
- e. Contractor shall remove all vegetation at cracks, joints, gutters, and inlets, in retaining walls, roadway medians and in concrete and asphalt pavement surfaces within the project area as required each cycle.
- f. Contractor may use herbicides required for and recommended for the control of the type of weeds encountered in lawns, landscape beds, roadways and paved areas, and drainage ditches and inlets. The manufacturer's written instructions shall be strictly adhered to for application rates, etc. Contractor shall control weeds in all turf areas as necessary and in compliance with all applicable laws and proper horticultural practices.
- g. Before any herbicides are used on the project site, Contractor shall notify the AAR the types to be used, application rates, application schedule and particulars with reference to chemical composition.
- h. Contractor shall inspect lawns, beds, and other landscape surface areas and repair all depressions, wash-outs, or other defects within the surfaces and systems of these areas.
- i. Contractor is responsible for keeping drainage ditches and inlets within the landscape contract area free of nuisance weed species and other debris to assure proper drainage and to keep the landscape aesthetically pleasing. Contractor may remove nuisance species manually.

3.17 Pruning Shrubs and Groundcover

- a. Contractor shall prune, thin, and trim all shrubs and groundcover at least once every other month or as directed by the AAR to keep plant material healthy, to maintain the natural character of the species, to control shape and to prevent overcrowding.
- b. Pruning in general consists of the removal of dead, dying, broken, fungus infected, and insect infested and superfluous landscape material.
- c. Vines and groundcover plants shall require periodic cutting to encourage lateral growth.

- d. All lawn and shrub areas damaged by pruning equipment shall be promptly restored at Contractor's expense.
- e. Pruning may be required from time to time to remove branches damaged by storms or vehicles, nuisance growth that obstructs vision, traffic signage, vehicle traffic, walks, lighting, and tramways.

3.18 Irrigation

- a. The Contractor shall have 45 calendar days from date of Contract, on or about March 1, 2023 to provide an inventory assessment of the irrigation system. Upon completion of the inventory assessment Contractor shall provide a full inventory of all irrigation parts on the system(s) and repair/maintenance plan of all items found during the assessment that are not functioning properly on the Aviation Authority's irrigation system and submit it to the AAR. The Aviation Authority shall have the option to reimburse the Contractor for the repairs or will allow a Third Party to make repairs.
- b. Beginning on day 46 of the Contract, Contractor shall be responsible for all irrigation parts and irrigation maintenance of all main lines 8" diameter and below that were not identified during the inventory assessment.
- c. During the Contract term, including any extension, the Contractor shall be responsible for monitoring of and maintenance to the Aviation Authority's irrigation system to assure that all areas are watered in accordance with good horticultural practices. Prudent judgment shall be used when watering to prevent spray water from hitting vehicular and pedestrian traffic.
- d. All irrigation parts and repair/maintenance to the Aviation Authority's irrigation system shall adhere to GOAA spec #02810. Suitable substitutions may be accepted by the AAR.
- e. The Contractor shall make repairs to the Irrigation System within a 24 hour time period after notice from the Aviation Authority or as directed by the AAR.
- f. The Contractor shall be responsible for the routine maintenance of the irrigation system by manually and electronically operating each electrical valve for each zone in the irrigation system and monitoring all the items as specified **below**. Maintenance shall be performed and includes, but is not limited to:
 - 1) Adjusting and repairing all heads for proper operation and direction for 100% coverage and to ensure that they do not spray into or across roadways, walkways, or any other vehicular or pedestrian areas. All heads shall be adjusted to accommodate for plant and turf growth that may hinder the operation of the sprinkler heads.

- 2) All zone lines (all lines downstream of electrical valves) eight inch (8") or under that are leaking or broken shall be repaired in a timely manner to prevent washout and contamination of lines or leaks. All restoration of landscape shall be performed promptly.
- 3) Electrical valves, fuses, quick couplers, air relief valves and gate valves shall be repaired or replaced within 48 hours or as directed by the AAR.
- 4) All main lines (pressurized) that are broken or damaged shall be shut off or isolated immediately. Main lines 8" or less in diameter shall be repaired or replaced by Contractor within 24 hours or as directed by the AAR. The Contractor shall promptly report to the AAR any damage or problem relating to any pressurized main line, which is greater than 8" in diameter. Repairs to lines greater than 8" in diameter shall be submitted to the AAR for approval prior to work being completed.
- 5) All boxes pertaining to irrigation system (Cla-Val or electric valves, fuses, quick couplers, air relief valves, gate valves, etc.) shall be maintained in a manner that is easily accessible, highly visible, at a proper height, and in a safe condition. All steel gate valve box lids shall be kept painted purple for reclamation water. Lids are to be re-labeled as necessary to remain legible.
- 6) Controllers shall be maintained in a manner to ensure safety, easy access, and shall be kept clear at a minimum of 18" around the pedestal. Lids to controller and pin connectors for Remote Bird shall remain closed and locked when unattended. Controllers shall remain in control of system with correct times maintained unless approved by the AAR. Any labels on controller shall remain legible. Pest control of the control boxes shall be performed by means of placement of mothballs in each controller, unless otherwise approved by the AAR.
- 7) Contractor shall be responsible for providing any supplemental watering of newly planted or existing landscape material.
- 8) The Contractor shall selectively hand water all areas necessary, or as instructed by the Aviation Authority, in order to maintain vigorous, healthy plant life.
- 9) The Contractor shall provide, on a monthly basis, a daily log of the maintenance performed on the irrigation system, including parts used, repairs made, fuses, valves and controllers completed by identification numbers or letters utilizing a Monthly Inspection Form as provided by the AAR.

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

3.19 Fertilization

- a. The Contractor shall provide Aviation Authority with a complete fertilization program prior to application of any product.
 - 1) The program shall include information on what products are to be used for each type plant material, application rates, and methods of application, recommended times for application and any other information deemed necessary or informative.
 - 2) A copy of the fertilization schedule shall be made available to the AAR at the start of the Contract.
- b. Contractor shall alert the AAR seven (7) days in advance of fertilization of any and all of the project site work areas.
- c. All Fertilizer application signage shall be removed within seven (7) days of application.
- d. All necessary barriers/signage shall be Contractor's responsibility (i.e. acquisition, erection and removal).
- e. Contractor shall ensure that the automatic irrigation system is operational during fertilization application to avoid burn. Contractor shall be responsible for any damages. Any plant material damaged by over fertilizing or by the use of an

incorrect type of fertilizer shall be replaced within one (1) week of the damage at Contractor's expense.

- f. The fertilizer applied for Bahia grass shall be a commercial grade with 50% of available nitrogen in slow release form with an organic based carrier produced and recommended for use on each turf type. All fertilizer shall be of uniform consistency. Fertilizer shall be kept in a free flowing condition at all times for equal distribution. Fertilizer shall be delivered in unopened bags or containers and fully labeled with the manufacturers' analysis. Fertilizer, which has become damp or caked, is not acceptable for use.
- g. All turf areas shall be fertilized three (3) times per year minimum (early spring, summer, and fall). Application shall proceed continuously once begun until all areas have been completed. There shall be a minimum of one pound of nitrogen per 1,000 square feet per application. Supplemental liquid fertilization applications may be required to green up off colored turf areas.
- h. Small areas of turf adjacent to paved areas shall have fertilizer applied with a drop spreader to prevent fertilizer from being thrown on hard surfaces. In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining.
- i. The fertilizer for all trees, palms, shrubs and groundcover shall be a commercial grade with 50% of available nitrogen in slow release form with an organic based carrier and a complete minor elements package as determined by soil tests.
- j. Trees shall be fertilized in spring, and early fall, in the following amounts:

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

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

(1-1/2 to 3 lbs. per 100 square feet)
- m. Palms shall be fertilized during April and September. The palm fertilizer shall be broadcast under foliage canopy at the rate of 1 lb. per inch of palm trunk diameter.

- n. Canary Date Palms (specimen) require supplemental fertilization with minor elements including magnesium, sulfur, and trace amounts of zinc, copper and boron.

3.20 Disease And Insect Control

- a. Contractor shall be responsible to safeguard all users, pedestrians, automobiles, and restricted areas, which may be affected by disease and insect infestation. All necessary barriers shall be Contractor's responsibility (i.e. acquisition, erection and removal).
- b. application signage shall be removed within seven (7) days of application.
- c. The primary spray technician shall be a limited certification holder from the State of Florida Department of Agriculture and Consumer Services, with a minimum of three (3) years spray experience on a project of similar scope and size, and shall be pre-approved by the AAR.
- d. Contractor shall notify the AAR in written e-mail prior to any chemical spraying. The written e-mail shall include, date, time, location, and type of spraying operation to be performed.
- e. Upon identification and confirmation of a disease or insect problem requiring treatment, the proper pesticide or pesticides shall be applied as needed on a spot treatment basis, using the least toxic effective pesticide to control the infection or infestation on a monthly basis (twelve times per year).
- f. At any time during the term of the Contract the AAR feels the Contractor does not have a disease or insect problem under control, the AAR can require the Contractor to solicit expert's advice from a horticultural consultant at the Contractor's expense.
- g. Contractor shall maintain a preventative program for all palms and including treatment for palm weevils at a minimum of two times per year, **excluding Sabal Palms.**
- h. Damage to plant material due to improper spray application or lack of pest control shall result in replacement of that material at Contractor's expense.

3.21 Products

- a. Annuals
 - 1) Contractor shall be responsible for furnishing, installing, and maintaining approximately 3,750 four-inch (4") pot size annuals four (4) times per year

for a total of 15,000 total per year throughout landscape areas around the Train Station and Terminal C roadways as specified and/or directed by the AAR.

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

b. Replacement of Plant Material

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

- 6) The Contractor shall upon removal of any plant, tree, shrub, or other landscape material, leave the affected area in a safe and hazard free condition. This shall include any hazard warning or barrier system required to temporarily provide safety measures until permanent repairs are complete.

c. Mulch Pine Bark and Pine Straw

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

3.22 Trash and Debris Removal

- a. Contractor shall have a **dedicated landscape technician** to maintain and remove trash and debris on a continuous basis during the Standard Work Hours Schedule from all landscape areas covered under this Contract.
- b. During the progress of the work specified herein, the Contractor shall keep the premises, including walkways and roadways, Garage Courtyards, and roadway drains, free from accumulations of waste materials, and other debris resulting from the work, including human discarded trash and litter.
- c. Collected debris from mowing shall be disposed of each day in a Contractor provided container. All weeds and refuse shall be removed from the site the same day. All branches and cuttings shall be removed from the job site at time of pruning and disposed of each day in Contractor provided container.
- d. At the completion of daily work, the Contractor shall remove all waste materials, and debris from and about the premises as well as all tools, equipment, and surplus materials, and leave the site clean and ready for occupancy by the Aviation Authority.
- e. The Contractor shall dispose of all debris offsite and according to applicable laws and regulations. No unauthorized dumping on site will be allowed.

3.23 Lighting

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

3.24 Use of Premises

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

3.25 Additional Work

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

3.26 Exhibits

Exhibit 1 – Terminal C Complex Map
Exhibit 2 – Irrigation GOAA spec #02810.

4.0 AVIATION AUTHORITY STANDARD TERMS AND CONDITIONS

4.1 Awards

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

4.2 Additional Terms & Conditions

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

4.3 Purchasing Contracts With Other Governmental Entities

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

4.4 Lobbying Statement

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

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

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

4.5 Whistle Blower Reporting Line

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

4.6 EEO Statement

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

4.7 Federal Fair Labor Standards Act

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

4.8 Occupational Safety And Health Act of 1970

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

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

4.9 Discounts

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

4.10 Pricing

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

4.11 Incurred Cost

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

4.12 Taxes

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

4.13 Errors

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

4.14 Silence of Specifications

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

4.15 Assignment

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

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

4.16 Indemnification

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

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

4.17 Patents and Royalties

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

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

4.18 Software License to Contractor

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

4.19 Warranty Against Infringement of Intellectual Property

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

4.20 Optional Ownership of Work Product

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

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

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

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

Remediation Plan shall be in addition to any other remedies available to the Aviation Authority under this Contract. The provisions of this Section shall survive the expiration or earlier termination of the Contract.

4.22 Training

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

4.23 Acceptance

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

4.24 Safety Warranty

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

4.25 Warranty

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

4.26 Conflict of Interest

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

4.27 Drug-Free Workplace

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the Aviation Authority for the procurement of commodities or Contractual

services, a Bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat. shall be given preference in the award process.

4.28 Discriminatory Vendor List

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

4.29 Public Entity Crimes

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

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

4.30 Scrutinized Companies

Awarded Contractor shall certify that it and its Subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its Subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. For Contracts of any amount, if the Aviation Authority determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Aviation Authority shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Aviation Authority's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the Aviation Authority may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the Aviation Authority determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Aviation Authority shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Aviation Authority's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the Aviation Authority may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these Contracting prohibitions, this section shall become inoperative and unenforceable.

4.31 Licenses and Certifications

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

4.32 Subcontractors

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

- a. Obtain approval in advance by the Aviation Authority.
- b. Continuously monitor the Subcontractor's performance and shall remain fully responsible to ensure that the Subcontractor performs as required and itself perform or remedy any obligations or functions which the Subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent a Contractor from using the services of a common carrier for delivering goods to the Aviation Authority.
- c. To the extent feasible, the provisions of this Contract shall apply to any such Subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any Subcontractor a party to this Contract, nor make such Subcontractor a third party beneficiary hereof.
- d. The Aviation Authority may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a Subcontractor) shall be submitted to the Aviation Authority by the Contractor and the Aviation Authority shall pay all compensation to the Contractor.
- e. It shall be the sole responsibility of the Contractor to deal with a Subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the Aviation Authority have any obligation or liability hereunder to any Subcontractor, including, in particular, any obligations of payment.
- f. If the Contractor has qualified as an MWBE or LDB program participant with respect to this Contract, Contractor may not subcontract the performance of services hereunder to an entity that has not received MWBE or LDB certification, unless the MWBE and LDB Participation Goals are separately met by a qualified portion of the Contract being performed by the Contractor or by one or more other Subcontractors that are MWBE and/or LDB certified.

4.33 Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Aviation Authority employee. Only those

communications, which are in writing from an authorized Aviation Authority representative, may be considered. Only written communications from Contractors, which are signed by a person designated as authorized to bind the company, will be recognized by the Aviation Authority as duly authorized expressions on behalf of the Contractor.

4.34 Litigation Venue

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

4.35 Addition, Deletion, or Modification of Services

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

4.36 Operation During Dispute

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

4.37 Funding

Obligation of the Aviation Authority for payment to a Contractor is limited to availability of funds appropriated in a current fiscal period, and continuation of contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

4.38 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.

4.39 Contract Termination

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

a. Termination for Cause

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

b. Termination for Convenience of Aviation Authority

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

c. Termination for Convenience of Contractor

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

4.40 Contractor Responsibilities

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

4.41 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.

4.42 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.

4.43 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.

4.44 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.

4.45 Copying Documents

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

4.46 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.

4.47 Federal Compliance Provisions

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

a. **Equal Employment Opportunity**

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

b. **Davis-Bacon Act**

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

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

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

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

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

e. **Debarment and Suspension**

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

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

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

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

g. **Energy Policy and Conservation Act**

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

h. **Federal System for Award Management**

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

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

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

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

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

j. **Procurement of Recovered Materials**

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

4.48 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>

4.49 Additional FEMA Requirements.

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

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

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

2) Compliance with Federal Law, Regulations, and Executive Orders.

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

3) No Obligation by Federal Government.

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

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

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

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5.0 **BID SUBMITTALS/ ATTACHMENTS**

5.1. **Bid Opening**

- a. Bid opening shall be public on the date and time specified. Sealed bids are exempt in accordance with Florida Statute 119.071(1) (b) 2. The names of the firms submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation will be released until such time as the Aviation Authority provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- b. **Bids** must be submitted no later than **11:00 a.m., Tuesday, December 13, 2022** in sealed envelopes bearing the words **"23-107-IFB Terminal C Complex Landscape Maintenance Services at the Orlando International Airport."**
- c. Each Bidder shall submit three (3) complete sets of the Bid Submittal:

One hardcopy marked "ORIGINAL" with **One** Printed Original Bid Price Form.

One hardcopy marked "COPY" with **One** Printed Copy Bid Price Form.

One COMPLETE electronic copy on a USB drive in PDF format. The Submittal in PDF format shall have *navigational bookmarks* inserted in lieu of any tabs required in the hard copy. The entire submittal shall not exceed a single USB Flash Drive. In cases where there are discrepancies between the electronic PDF and hard copy, the hard copy shall take precedence.

The Bid Price Form Excel spreadsheets shall not be recorded in PDF.

- d. **DO NOT MODIFY OR REISSUE THE BID PRICE FORM; USE THE BID PRICE FORM PROVIDED.** The Excel Bid Price Sheets are to be completed electronically on an Excel spreadsheet. The electronically completed spreadsheet shall be saved on USB flash drive and included with Bid submittal.
- e. Bid must contain a signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any Bid entry must be initialed.
- f. No Bid may be modified after opening. No Bid may be withdrawn after opening for a period of **ninety (90) days** unless otherwise specified. Pricing will remain firm.

5.2. **Delivery of Bid**

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

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

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

5.3. Bid Submittals

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

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

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

Attachment A - Bidder's Certification

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

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

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

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

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

Company	Sworn to and subscribed before me by means of:
	<input type="checkbox"/> physical presence or <input type="checkbox"/> online notarization
Bidder's Signature	this day of _____ 20__
Print Name and Title	by _____ who is
	<input type="checkbox"/> Personally Known; or <input type="checkbox"/> Produced Identification. Type of identification produced:
Address:	[Check applicable box to satisfy identification requirement of FLA. Stat. §117.05)
	(STATE OF FLORIDA 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.

Attachment B - Bid Price Form

**BID PRICE FORM
GREATER ORLANDO AVIATION AUTHORITY
23-107-IFB**

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

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

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

The Bidder will be required to furnish all labor, supervision, equipment, tools, materials and supplies, licenses, permits, chemicals, and all other items necessary or proper for, or incidental to, performing landscape and irrigation maintenance services for the Terminal C Complex, to include the Train Station (fka as the South APM) at the Orlando International Airport in accordance with these Specifications.

23-107-IFB TERMINAL "C" COMPLEX LANDSCAPE SERVICES

TOTAL THREE (3) YEAR BID PRICE:

\$ _____

(Print Dollar Amount)

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

Authorized Signature: _____

Name and Title (Typed or Printed): _____

Date: _____

Attachment C - Addendum Receipt Verification

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Company

Signature

Print Name

Title

Attachment D - Bidder's Questionnaire

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

1. CONTACT INFORMATION

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

2. AUTHORIZED SIGNATORIES

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

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

3. EXPERIENCE

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

4. SCHEDULE

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

5. **TOOLS AND EQUIPMENT**

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

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

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

7. **LOCAL SERVICE FACILITY**

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

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

Ref #1. Customer/Client:
Date of Services:
Description of Services:
Size of Contract by Acreage_____ or by Square Mile_____
Street Address:
City, State, ZIP Code:
Telephone #
Contact Person:
Email:

Ref # 2. Customer/Client:
Date of Services:
Description of Services:
Size of Contract by Acreage_____ or by Square Mile_____
Street Address:
City, State, ZIP Code:
Telephone #
Contact Person:
Email:

Ref #3. Customer/Client:
Date of Services:
Description of Services:
Size of Contract by Acreage_____ or by Square Mile_____
Street Address:
City, State, ZIP Code:
Telephone #
Contact Person:
Email:

Ref #4. Customer/Client:
Date of Services:
Description of Services:
Size of Contract by Acreage_____ or by Square Mile_____
Street Address:
City, State, ZIP Code:
Telephone #
Contact Person:
Email:

Attachment E - Conflict of Interest Disclosure Form

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

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

Comments:

Acknowledged by:

Firm Name:

Signature of Authorized Representative:

Name and Title (Print or Type):

Date:

Attachment F - Certification Regarding Prohibition Against Contracting with Scrutinized Companies

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

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

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

Name of Respondent:_____

By:_____
(Authorized Signature)

Title:_____

Date:_____

Attachment G – MWBE Forms

**MINORITY/WOMEN-OWNED
PARTICIPATION FORMS**

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

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

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

Scope of Work	Quantity	Rates	Total

Year 1: \$_____ Year 4:\$_____

Year 2: \$_____ Year 5:\$_____

Year 3:\$_____

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

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

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

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

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

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

MONTH ENDING: _____

GREATER ORLANDO AVIATION AUTHORITY

MWBE DISBURSEMENT FORM

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

CONTRACT: XXXXXXXXXXXXXXXXXXXX
(Number and Name)

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

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

Summary

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

Contract Goal:

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

Remarks:

Attachment H - Current W9

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

Attachment I –Proof of Insurance

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

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

Attachment J - Letter of Bondability or Letter of Credit

Each Proposer shall provide with its Submittal a Letter of Bondability on a surety company letterhead or a letter from a US Bank for a letter of credit confirming that Proposer can obtain one or the other. **As described in Section 2.4 Surety Bonds/Letter of Credit.**

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

Attachment K - E-Verify Acknowledgment

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

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

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

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

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

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

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

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

Company Name: _____
Authorized Name: _____ Title: _____
Signature: _____ Date: _____

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

State of _____

County of _____

This instrument was acknowledged before me on _____
(Date)

Notary Public Signature _____

Attachment L – No Bid Response

NO BID RESPONSE

TO

INVITATION FOR BIDS

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

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

We have received Invitation for Bids, 23-107-IFB Terminal “C” Complex Landscape Maintenance Services at the Orlando International Airport opening at 11:00 a.m., Tuesday, December 13, 2022, at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Department.

Our firm's reason for not submitting is:

Company Name

By: _____

Its: _____

Name & Title, Typed or Printed