



GREATER ORLANDO AVIATION AUTHORITY
Innovation Connecting the World

24-515-IFB AOA Landscape Maintenance Services

Contract Term:
October 1, 2024 to September 30, 2029

Contractor:
P&L Lawn Maintenance, Inc.
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Contract

This Agreement/Contract is made and entered into effective as of Sep 16, 2024 by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called the **AVIATION AUTHORITY**, and **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, management, administrative oversight, supplies and all other items necessary or proper for, or incidental to, performing its obligations under Purchasing Contract 24-515-IFB, Landscape Maintenance Services for AOA, in accordance with the Contract Documents which consist of the Contract, Response Price Page(s), the General Information, the Special Conditions, the Scope of Work, the Terms and Conditions, any Addenda issued prior to the execution of the Contract, and the Solicitation, each of which are incorporated herein by this reference.

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

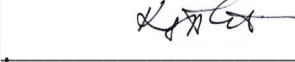
An extension of time for performance shall be the Contractor's sole and exclusive remedy for any delay of any kind or nature caused by Aviation Authority, and in no event shall Contractor be entitled to recover from Aviation Authority any indirect, incidental, special or consequential damages in any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

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

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

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

GREATER ORLANDO AVIATION AUTHORITY

By: 
box SIGN 1V3Q39J4-42V3QZR5

Name/Title: Kevin J. Thibault CEO

Date: Sep 16, 2024

"CONTRACTOR"

P&L LAWN MAINTENANCE, INC

By: 
box SIGN 4L2JPW3Q-42V3QZR5

Name/Title: Jason Comas President

Date: Sep 10, 2024

APPROVED AS TO FORM AND LEGALITY

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

Name of Law Firm: Nelson Mullins Riley & Scarborough LLP

By:  Jo O. Thacker
box SIGN 1R68P9LP-42V3QZR5 Partner

Date: Sep 12, 2024

Nongovernmental Entity Declaration Regarding the Use of Coercion for Labor and Services. The Contractor acknowledges the following: Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity, as defined in section 287.138(1), Florida Statutes, to provide an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Greater Orlando Aviation Authority is a governmental entity as defined by and for purposes of section 787.06(13). Contractor shall complete the attached affidavit **“Nongovernmental Entity Declaration Regarding the Use of Coercion for Labor and Services”**.

ATTACHMENT
GREATER ORLANDO AVIATION AUTHORITY
Nongovernmental Entity Declaration Regarding
the Use of Coercion for Labor and Services

Nongovernmental Entity's Name: <u>P & L Lawn Maintenance Inc.</u>	
Nongovernmental Entity's FEIN: <u>[REDACTED]</u>	
Authorized Officer or Representative Name and Title: <u>Jason Comas</u> <u>President</u>	
Nongovernmental Entity's Address: <u>300 N. Goldenrod Rd</u>	
City: <u>Orlando</u>	State: <u>Florida</u> ZIP: <u>32807</u>
Phone Number: <u>407-273-9123</u>	Email Address: <u>pnl89@aol.com</u>

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity, as defined in section 287.138(1), Florida Statutes, to provide an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Greater Orlando Aviation Authority is a governmental entity as defined by and for purposes of section 787.06(13).

The nongovernmental entity identified above does not, pursuant to section 787.06(2)(a):

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine, or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

By: *Jason Comas*
box SIGN 4L2JPW3Q-42V3QZR5
Authorized Officer or Representative for Nongovernmental Entity
Print Name and Title: Jason Comas President
Date: Sep 10, 2024

Year One - AOA - Landscape Maintenance Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mowing	36	Cycle	\$2,600.00	\$93,600.00
2	Edging and Trimming	36	Cycle	\$1,320.00	\$47,520.00
3	Weeding	36	Cycle	\$1,680.00	\$60,480.00
Pruning Services					
4	Pruning Shrubs/Ground Cover	6	Cycle	\$1,500.00	\$9,000.00
5	Pruning Palms	2	Semi-Annual	\$7,875.00	\$15,750.00
6	Pruning Trees	2	Semi-Annual	\$2,000.00	\$4,000.00
7	Palm/tree Removal	5	Each	\$300.00	\$1,500.00
Disease & Insect Control					
8	Disease & Insect Control	12	Cycle	\$50.00	\$600.00
Fertilization					
9	Turf	3	Cycle	\$50.00	\$150.00
10	Shrub & Groundcover	6	Cycle	\$50.00	\$300.00
11	Palms	2	Cycle	\$50.00	\$100.00
12	Trees	2	Cycle	\$50.00	\$100.00
13	Soil Analysis Report	2	Cycle	\$50.00	\$100.00
Irrigation Maintenance					
14	Irrigation Maintenance 8" and under	12	Monthly	\$3,600.00	\$43,200.00
Mulch and Landscape Rocks					
15	Pine Bark	4,000	CUYD	\$20.00	\$80,000.00
16	Landscape Rocks - White; Bag Size .5 cubic feet	100	Bags	\$9.00	\$900.00
Annuals and Plant Material					
17	Annuals	10,000	Each	\$1.55	\$15,500.00
18	Plant Replacement Material - Contractors % Mark-Up for Plant Material (enter % using decimal place. Example 10% = .10)	15,000	Each	\$0.00	\$0.00
Trash and Debris Removal					
19	Trash and Debris Removal	261	Day	\$250.00	\$65,250.00
Additional Services					
20	Irrigation Repairs & Parts above 8 inches in Dia.	80	Hours	\$65.00	\$5,200.00
21	Additional Landscape Maintenance	25	Acre	\$55.00	\$1,375.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
22	Hourly Labor Rate	80	Hour	\$65.00	\$5,200.00
Mark up					
23	Contractors % Mark-Up for Irrigation Parts (enter % using decimal place. Example 10% = .1)	50,000	Each	\$0.00	\$0.00
TOTAL					\$449,825.00

Year Two - AOA - Landscape Maintenance Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mowing	36	Cycle	\$2,600.00	\$93,600.00
2	Edging and Trimming	36	Cycle	\$1,320.00	\$47,520.00
3	Weeding	36	Cycle	\$1,680.00	\$60,480.00
Pruning Services					
4	Pruning Shrubs/Ground Cover	6	Cycle	\$1,500.00	\$9,000.00
5	Pruning Palms	2	Semi-Annual	\$7,875.00	\$15,750.00
6	Pruning Trees	2	Semi-Annual	\$2,000.00	\$4,000.00
7	Palm/tree Removal	5	Each	\$300.00	\$1,500.00
Disease & Insect Control					
8	Disease & Insect Control	12	Cycle	\$50.00	\$600.00
Fertilization					
9	Turf	3	Cycle	\$50.00	\$150.00
10	Shrub & Groundcover	6	Cycle	\$50.00	\$300.00
11	Palms	2	Cycle	\$50.00	\$100.00
12	Trees	2	Cycle	\$50.00	\$100.00
13	Soil Analysis Report	2	Cycle	\$50.00	\$100.00
Irrigation Maintenance					
14	Irrigation Maintenance 8" and under	12	Monthly	\$3,600.00	\$43,200.00
Mulch and Landscape Rocks					
15	Pine Bark	4,000	CUYD	\$20.00	\$80,000.00
16	Landscape Rocks - White; Bag Size .5 cubic feet	100	Bags	\$9.00	\$900.00
Annuals and Plant Material					
17	Annuals	10,000	Each	\$1.55	\$15,500.00
18	Plant Replacement Material - Contractors % Mark-Up for Plant Material (enter % using decimal place. Example 10% = .10)	15,000	Each	\$0.00	\$0.00
Trash and Debris Removal					
19	Trash and Debris Removal	261	Day	\$250.00	\$65,250.00
Additional Services					
20	Irrigation Repairs & Parts above 8 inches in Dia.	80	Hours	\$65.00	\$5,200.00
21	Additional Landscape Maintenance	25	Acre	\$55.00	\$1,375.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
22	Hourly Labor Rate	80	Hour	\$65.00	\$5,200.00
Mark Up					
23	Contractors % Mark-Up for Irrigation Parts (enter % using decimal place. Example 10% = .10)	50,000	Each	\$0.00	\$0.00
TOTAL					\$449,825.00

Year Three - AOA - Landscape Maintenance Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mowing	36	Cycle	\$2,700.00	\$97,200.00
2	Edging and Trimming	36	Cycle	\$1,400.00	\$50,400.00
3	Weeding	36	Cycle	\$1,700.00	\$61,200.00
Pruning Services					
4	Pruning Shrubs/Ground Cover	6	Cycle	\$1,500.00	\$9,000.00
5	Pruning Palms	2	Semi-Annual	\$8,000.00	\$16,000.00
6	Pruning Trees	2	Semi-Annual	\$2,000.00	\$4,000.00
7	Palm/tree Removal	5	Each	\$300.00	\$1,500.00
Disease & Insect Control					
8	Disease & Insect Control	12	Cycle	\$50.00	\$600.00
Fertilization					
9	Turf	3	Cycle	\$50.00	\$150.00
10	Shrub & Groundcover	6	Cycle	\$50.00	\$300.00
11	Palms	2	Cycle	\$50.00	\$100.00
12	Trees	2	Cycle	\$50.00	\$100.00
13	Soil Analysis Report	2	Cycle	\$50.00	\$100.00
Irrigation Maintenance					
14	Irrigation Maintenance 8" and under	12	Monthly	\$3,600.00	\$43,200.00
Mulch and Landscape Rocks					
15	Pine Bark	4,000	CUYD	\$20.00	\$80,000.00
16	Landscape Rocks - White; Bag Size .5 cubic feet	100	Bags	\$8.00	\$800.00
Annuals and Plant Material					
17	Annuals	10,000	Each	\$1.55	\$15,500.00
18	Plant Replacement Material - Contractors % Mark-Up for Plant Material (enter % using decimal place. Example 10% = .10)	15,000	Each	\$0.00	\$0.00
Trash and Debris Removal					
19	Trash and Debris Removal	261	Day	\$265.00	\$69,165.00
Additional Services					
20	Irrigation Repairs & Parts above 8 inches in Dia.	80	Hours	\$65.00	\$5,200.00
21	Additional Landscape Maintenance	25	Acre	\$55.00	\$1,375.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
22	Hourly Labor Rate	80	Hour	\$65.00	\$5,200.00
Mark up					
23	Contractors % Mark-Up for Irrigation Parts (enter % using decimal place. Example 10% = .10)	50,000	Each	\$0.00	\$0.00
TOTAL					\$461,090.00

Year Four - AOA - Landscape Maintenance Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mowing	36	Cycle	\$2,750.00	\$99,000.00
2	Edging and Trimming	36	Cycle	\$1,450.00	\$52,200.00
3	Weeding	36	Cycle	\$1,750.00	\$63,000.00
Pruning Services					
4	Pruning Shrubs/Ground Cover	6	Cycle	\$1,500.00	\$9,000.00
5	Pruning Palms	2	Semi-Annual	\$8,000.00	\$16,000.00
6	Pruning Trees	2	Semi-Annual	\$2,000.00	\$4,000.00
7	Palm/tree Removal	5	Each	\$300.00	\$1,500.00
Disease & Insect Control					
8	Disease & Insect Control	12	Cycle	\$50.00	\$600.00
Fertilization					
9	Turf	3	Cycle	\$50.00	\$150.00
10	Shrub & Groundcover	6	Cycle	\$50.00	\$300.00
11	Palms	2	Cycle	\$50.00	\$100.00
12	Trees	2	Cycle	\$50.00	\$100.00
13	Soil Analysis Report	2	Cycle	\$50.00	\$100.00
Irrigation Maintenance					
14	Irrigation Maintenance 8" and under	12	Monthly	\$3,600.00	\$43,200.00
Mulch and Landscape Rocks					
15	Pine Bark	4,000	CUYD	\$20.00	\$80,000.00
16	Landscape Rocks - White; Bag Size .5 cubic feet	100	Bags	\$9.00	\$900.00
Annuals and Plant Material					
17	Annuals	10,000	Each	\$1.55	\$15,500.00
18	Plant Replacement Material - Contractors % Mark-Up for Plant Material (enter % using decimal place. Example 10% = .10)	15,000	Each	\$0.00	\$0.00
Trash and Debris Removal					
19	Trash and Debris Removal	261	Day	\$265.00	\$69,165.00
Additional Services					
20	Irrigation Repairs & Parts above 8 inches in Dia.	80	Hours	\$65.00	\$5,200.00
21	Additional Landscape Maintenance	25	Acre	\$55.00	\$1,375.00
22	Hourly Labor Rate	80	Hour	\$65.00	\$5,200.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Mark - Up					
23	Contractors % Mark-Up for Irrigation Parts (enter % using decimal place. Example 10% = .10)	50,000	Each	\$0.00	\$0.00
TOTAL					\$466,590.00

Year Five - AOA - Landscape Maintenance Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mowing	36	Cycle	\$2,800.00	\$100,800.00
2	Edging and Trimming	36	Cycle	\$1,500.00	\$54,000.00
3	Weeding	36	Cycle	\$1,800.00	\$64,800.00
Pruning Services					
4	Pruning Shrubs/Ground Cover	6	Cycle	\$1,500.00	\$9,000.00
5	Pruning Palms	2	Semi-Annual	\$8,000.00	\$16,000.00
6	Pruning Trees	2	Semi-Annual	\$2,000.00	\$4,000.00
7	Palm/tree Removal	5	Each	\$300.00	\$1,500.00
Disease & Insect Control					
8	Disease & Insect Control	12	Cycle	\$50.00	\$600.00
Fertilization					
9	Turf	3	Cycle	\$50.00	\$150.00
10	Shrub & Groundcover	6	Cycle	\$50.00	\$300.00
11	Palms	2	Cycle	\$50.00	\$100.00
12	Trees	2	Cycle	\$50.00	\$100.00
13	Soil Analysis Report	2	Cycle	\$50.00	\$100.00
Irrigation Maintenance					
14	Irrigation Maintenance 8" and under	12	Monthly	\$3,600.00	\$43,200.00
Mulch and Landscape Rocks					
15	Pine Bark	4,000	CUYD	\$20.00	\$80,000.00
16	Landscape Rocks - White; Bag Size .5 cubic feet	100	Bags	\$9.00	\$900.00
Annuals and Plant Material					
17	Annuals	10,000	Each	\$1.55	\$15,500.00
18	Plant Replacement Material - Contractors % Mark-Up for Plant Material (enter % using decimal place. Example 10% = .10)	15,000	Each	\$0.00	\$0.00
Trash and Debris Removal					
19	Trash and Debris Removal	261	Day	\$275.00	\$71,775.00
Additional Services					
20	Irrigation Repairs & Parts above 8 inches in Dia.	80	Hours	\$65.00	\$5,200.00
21	Additional Landscape Maintenance	25	Acre	\$55.00	\$1,375.00
22	Hourly Labor Rate	80	Hour	\$65.00	\$5,200.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Mark Up					
23	Contractors % Mark-Up for Irrigation Parts (enter % using decimal place. Example 10% = .10)	50,000	Each	\$0.00	\$0.00
TOTAL					\$474,600.00

Performance Bond No. 100389759 Expiration Date: 9/30/2025
Executed in 2 Counterparts
PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS that P & L Lawn Maintenance, Inc., hereinafter called Principal, and Merchants Bonding Company (Mutual)

, a corporation organized under the laws of the State of Iowa and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Aviation Authority, in the Penal Sum of Three Hundred Thousand Dollars (\$300,000.00), for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement entered into a Contract with Aviation Authority for Purchasing Solicitation 24-515-IFB, Landscape Maintenance Services for AOA, in accordance with the Contract Documents which are incorporated therein by reference and made a part thereof, and which collectively are herein referred to as the Contract.

WHEREAS, Surety is authorized to do business in the State of Florida.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

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 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 Aviation Authority sustains resulting directly or indirectly from any breach or default by Principal under the Contract; and
3. Pays 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 the event that the Principal shall fail to perform any of the terms, covenants or conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Aviation Authority for all such loss or damage (including, but not limited to, reasonable attorneys' fees and other

legal and court costs) resulting from or in connection with any failure to perform up to the amount of the Penal Sum.

In the event the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Aviation Authority harmless from any and all loss, damage, cost and expense, including, but not limited to, reasonable attorneys' fees and other legal and court costs for all trial, appellate and bankruptcy proceedings, resulting directly or indirectly from or in connection with the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Aviation Authority's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Aviation Authority and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Aviation Authority to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Aviation Authority or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

The institution of suit upon this Bond is subject to the limitations period in accordance with Section 95.11, Florida Statutes.

Any changes in or under the Contract Documents (which include, but are not limited to, the Specification and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligation under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall be increased or the term of this bond extended in accordance with any amendments or other modifications to the Contract Documents entered into by Aviation Authority and Principal.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the 28th day of August, 2024, the name and corporate seal of each corporate party being hereto affixed, and these presents fully signed by its undersigned representative, pursuant to the authority of its governing body.

Signed, sealed and delivered in the presence of:

P & L Lawn Maintenance, Inc.

Principal (Name of Contractor)

[Signature]

Witness

[Signature]

Witness

By: [Signature]
(Signature)

Its: President
(Title)

(Seal)

Merchants Bonding Company (Mutual)

Name of Surety

[Signature]

Witness Margarita Lazarides

By: [Signature]
(Signature)

Jeffrey W. Reich
Its: Attorney-In-Fact & FL Licensed Resident Agent*
(Title)

[Signature]
Witness Lisa Roseland

Address: P O Box 14498, Des Moines, IA 50306-3498

Telephone No.: (515) 243-8171

Fax No.: (515) 243-3854

E-Mail Address: jeff@floridasuretybonds.com

Jeffrey W. Reich
(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 3 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 JASON 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 the 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; Jeffrey W Reich; Kim E Niv; Lisa A Roseland; Nathan K Reich; Robert P Olin; Sarah K Olin; 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 April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

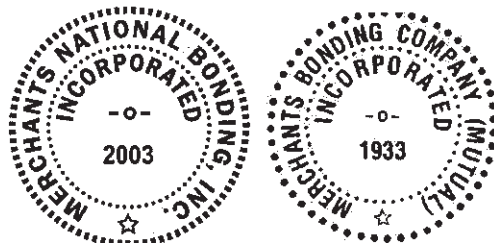
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, 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 29th day of July, 2024.

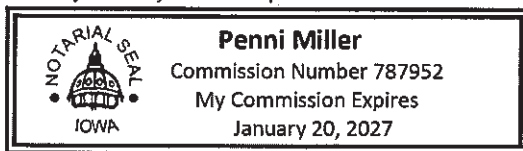


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

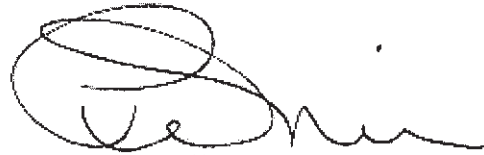
By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, 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.

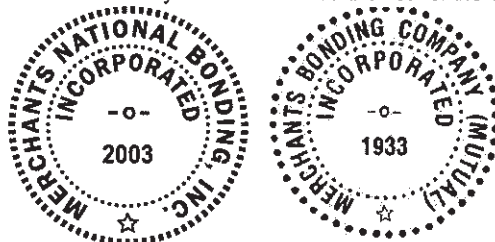


(Expiration of notary's commission does not invalidate this instrument)


Notary Public

I, Elisabeth Sandersfeld, 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 28th day of August, 2024.




Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/4/2024

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

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

PRODUCER Stahl Morse & Associates 1000 Wekiva Springs Road Longwood FL 32779	CONTACT NAME: Christina Dawson PHONE (A/C. No. Ext): 407-869-4200 E-MAIL ADDRESS: CDawson@higginbotham.net	FAX (A/C. No.): 407-862-7656
	INSURER(S) AFFORDING COVERAGE	
License#: L004874 PLLAWNM-01	INSURER A: Southern-Owners Insurance Company INSURER B: Auto-Owners Insurance Company INSURER C: FFVA Mutual Insurance Co INSURER D: INSURER E: INSURER F:	NAIC # 10190 18988 10385

COVERAGES **CERTIFICATE NUMBER: 320976585** **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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		72499812	9/10/2024	9/10/2025	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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		5249951500	9/10/2024	9/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			5249951501	9/10/2024	9/10/2025	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		N/A	WC84000340212023A	12/30/2023	12/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: 24-515-IFB AOA Landscape Maintenance Svces.

Additional Insured status including Products and Completed Operations and Primary and Non-Contributory is automatically provided for 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 is automatically provided for Aviation Authority and the City of Orlando and their members (including, without limitation, members of See Attached...

CERTIFICATE HOLDER

CANCELLATION

Greater Orlando Aviation Authority
 Procurement Svces.
 5855 Cargo Rd.
 Orlando FL 32827

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

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.

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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Page 1 of 1

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 for whom payment is made has a right to recover damage 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 payment made for **bodily injury** or **property damage**:

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

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

All other policy terms and conditions apply.

58583 (1-15)

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Page 1 of 1

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 cause, 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. the Insurance**.
This insurance is primary for the Additional Insured, but only with respect to liability cause,

in whole or in part, by "your work" for that Additional Insured by 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.

COMMERCIAL GENERAL LIABILITY E
CG 22 64 04 13 E

THIS ENDORS MENT CHANGES TH POLICY. PL AS READ IT CAR EFULLY. E

P STICID EOR H RBICID EAPPLICATOR - LIMIT E E POLLUTION COVERAG E

This en Eserment mo Ees insurance pr vi e un er the f ll wing: E

COMMERCIAL GENERAL LIABILITY COVERAGE PART E

SCH E DUL E

<p>Description Of Operations: E LAWN CARE SERVICES E</p>
<p>Inf rmati n require t c mplete this Sche ule, if n t sh wn ab ve, will be sh wn in the Declarati ns. E</p>

With respect t the perati ns sh wn in the Sche ule, E
Paragraph (1)(d) f Exclusi n f. f **Section I - Coverage E**
A - Bodily Injury And Property Damage Liability Ees E
n t apply if the perati ns meet all stan ar s f any E
statute, r inance, regulati n r license requirement f E
any fe eral, state r l cal g vernment which apply t E
th se perati ns. E

INVITATION FOR BIDS

24-515-IFB

LANDSCAPE MAINTENANCE SERVICES FOR AOA

1. GENERAL INFORMATION

1.1. Americans with Disabilities Act (ADA)

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

1.2. Responsible Vendor Determination

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

1.3. Solicitation Information

- A. Sealed electronic responses will be received for this Solicitation through the Greater Orlando Aviation Authority e-Procurement Platform located at <https://procurement.opengov.com/portal/goaa>. Once you have completed the free account registration, browse back to this page, click on "Draft Response", and follow the instructions to submit the electronic response. By way of the Platform, responses will be locked and digitally encrypted until the submission deadline passes.
- B. Submission by a Respondent constitutes an agreement that the Response is deemed signed by the Respondent and constitutes a binding offer for the Respondent to perform as offered.
- C. **Responses submitted by hard copy, e-mail, telephone or fax shall not be accepted. Responses submitted outside of the designated electronic submission Platform shall be rejected as non-responsive regardless of where received.**
- D. **The Aviation Authority shall not be responsible for delays caused by any occurrence. This shall include any delay as a result of a technology issue. Any late response shall not be accepted.**
- E. The time/date stamp clock located in the electronic submittal Platform shall serve as the official authority to determine lateness of any response.
- F. Respondents shall not be allowed to modify their responses after the opening time and date. Responses may be examined thirty (30) days after the Solicitation opening or upon recommendation for award, whichever occurs first.

1.4. Submitting Questions and Receiving Responses

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

- A. If a Virtual and/or Pre-Solicitation Conference is held, the location, date, and time is located on the e-Procurement Platform. The purpose of any Pre-Solicitation Conference is to review and discuss the solicitation (and any addenda) as published. Attendance is not mandatory but is highly encouraged. Respondents are expected to be familiar with the Solicitation Documents.
- B. **Questions will be answered through the e-Procurement Platform.**
- C. If the Procurement Department determines that it is necessary to change the dates or times prior to the due date, the change will be announced and posted on the e-Procurement Platform

- D. All prospective Respondents shall thoroughly examine and become familiar with the Solicitation package and carefully note the items which must be submitted with the Solicitation as detailed in Section: Vendor Questionnaire.
- E. Submission of a Response shall constitute an acknowledgment that the Respondent has read and understands the Solicitation Documents. The failure or neglect of a Respondent to receive or examine any Solicitation Document shall in no way relieve it from any obligations under its Response or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.
- F. Unless otherwise noted, Respondents shall submit *one Response only*.

1.5. Communications; Questions Regarding Specifications or Solicitation Process

- A. Any official communication from a Respondent during the Solicitation process should be submitted to the Aviation Authority via the e-Procurement Platform, <https://procurement.opengov.com/portal/goaa>. A copy of the Administration Policies (Sections 180.01 and 180.03) are available upon request from the Manager of Board Services.
- B. 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 selecting process, including but not limited to, written communications, any and all forms of electronic communications or messaging, including social media, oral communications either in person or by telephone, initiated by a Respondent or through a lobbyist, agent or third person, to any Aviation Authority staff and/or Committee/Board member who is a member of any committee constituted for the purposes of ranking Solicitations, making recommendations or making an award, is prohibited from the time that the Solicitation is released to the time that the award is made.

1.6. Exceptions to Terms and Conditions within the Solicitation

- A. If a Respondent desires any changes or modifications to the terms and conditions set forth in the Response Documents, the Respondent should submit these changes or modifications to the Aviation Authority in writing prior to the deadline for questions and comments about the Solicitation. Note that the Aviation Authority will not make changes to the Indemnification and Termination Clauses.
- B. The Aviation Authority will consider such requested changes to the Contract's terms and conditions. If any such requested changes or modifications are acceptable, the Aviation Authority will modify the terms and conditions by Addenda to this Solicitation prior to the deadline for Response submission. In submitting any requested changes or modifications, a Respondent should state the specific terms or conditions in the Aviation Authority's Response Document, which the Respondent wishes to change, and the desired language, terms or conditions. Respondents are requested to not substitute entire agreements or sets of terms and conditions but discuss separately each term or condition that they take exception to or desire to change.

Exceptions noted within the response submittal may cause the response to be deemed non-responsive.

1.7. Notice of Intent to Award Contract

Unless all Responses 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 Responses to the responsible and responsive Respondent submitting the Response deemed to be most advantageous to the Aviation Authority, all factors being considered. For all procurements, the Aviation Authority reserves the right to reject any or all Responses and to cancel the procurement or to solicit new Responses.

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 Solicitation 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 Respondent and/or any attempt to influence an Aviation Authority Board member or employee to violate the policy is sufficient cause for the denial of the right of the Respondent to Respond on any Contract or sell any materials, supplies, equipment, or services to the Aviation Authority for a period of time that is determined by the Chief Executive Officer. A copy of this policy is available upon request from the Chief Administrative Officer.

2. SPECIAL CONDITIONS

2.1. Reservation of Rights

- A. 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 responses or waive any minor irregularity or technicality in responses received. Respondents are cautioned to make no assumptions unless their Response has been determined as meeting the Minimum Requirements and being responsive and responsible. All awards made as a result of this solicitation shall conform to applicable policies of the Aviation Authority.
- B. No commitment is made or inferred by the Aviation Authority that any or all of the items listed, in any quantity, will be purchased as a result of this solicitation. The Aviation Authority may purchase the items listed on an "as needed" basis, in any quantity deemed necessary, at the unit prices provided in the successful Respondent's response.
- C. The Aviation Authority reserves the right to waive any informality in the Solicitation, to reject any and all Solicitation, and to re-advertise or elect not to proceed with the services for any reason.
- D. The Aviation Authority reserves the right at its sole discretion to increase, decrease, or delete any portion of the Scope of this Contract at any time without cause.
- E. The Aviation Authority shall have the right, but not the obligation, to award all or any portion of the services. The extent and scope of the Services, along with the fees for such services, will be subject to final approval by the Aviation Authority. The Aviation Authority intends, but is not obligated, to enter into a non-exclusive agreement with the highest ranked Respondent to perform the required Services described herein.
- F. The Aviation Authority reserves its right to award any or all of the advertised services subject to the availability of funding.

2.2. 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, and a Payment Bond if required, 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 Thousand Dollars (\$300,000.00).
- B. The 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 Thousand Dollars (\$300,000.00) 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 Solicitation 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. 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).
- F. 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. Contractor acknowledges responsibility for any damages or costs incurred by the Aviation Authority due to its failure to comply with this Section 3.6.

- G. Surety Bonds delivered to the Aviation Authority in satisfaction of any requirement under this Contract must meet the following criteria:
1. Bid Bonds provided to the Aviation Authority in connection with Contracts shall be duly issued by an insurer or corporate surety (a) on a bond form provided by Aviation Authority, or on a form substantially the same as Aviation Authority's form; b) obligating the surety for at least ninety (90) days following the date on which Bids are publicly opened; and (c) by an insurer or corporate surety that is authorized to conduct insurance business in the State of Florida.
 2. Performance and Payment Bonds 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.
 3. 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 Vice President 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.
- H. 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.
- I. 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 5 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.
- J. 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.

2.3. Regulations

- A. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- B. Contractor shall comply with all health and sanitary regulations adopted by all applicable governing bodies. Contractor shall give access for inspection purposes to any duly authorized representative of such governing bodies.
- C. 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.
- D. Contractor shall comply with Federal and State right-to-know laws if hazardous materials are used. The SDS (Safety Data Sheets) shall be made available to all workers and Aviation Authority's Authorized representatives. Contractor shall report immediately to the AAR any spillage or dumping of hazardous materials on Aviation Authority property. The Contractor shall also be responsible for the cleanup and any costs incurred for all such incidents.
- E. 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.

2.4. 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.

2.5. Safety and Protection

The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for safety of and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby.

2.6. Contractor's Personnel

The Contractor must provide all personnel deemed necessary to meet the requirements of the Contract.

- A. 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.
- B. The Contractor shall be responsible for ensuring that all "lost and found" articles found by its employees on Aviation Authority's premises are turned over to the Aviation Authority or the Aviation Authority's designated agent in charge of such articles.
- C. Contractor shall transfer promptly from the Aviation Authority any employee or employees that the Aviation Authority advises are not satisfactory and replace such personnel with employees satisfactory to the Aviation Authority; but in no event shall Aviation Authority be responsible for monitoring or assessing the suitability of any employee or agent of Contractor.
- D. A valid Florida driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around Orlando

International Airport. Each of the Contractor's motor vehicles brought onto the Aviation Authority's premises shall have the Contractor's business name and/or logo prominently displayed on both front doors of such vehicle.

- E. 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.
- F. All Contractor and any Subcontractor employees who perform services pursuant to this Contract shall be able to read, write, speak and understand the English language.
- G. 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.
- H. 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.

2.7. Airport Security

The successful Respondent will be required to comply with all applicable regulations of the TSA and of the Aviation Authority relating to Airport security, including those relating to access to the AOA of Orlando International Airport, as such regulations may be in effect or changed from time to time.

2.8. Airport Operations Area

- A. The Contractor's personnel and vehicles shall not be allowed within the Airport Operations Area (AOA), which includes the ramp area and aprons, unless authorized by the Vice President. Contractor's personnel are required to successfully complete SIDA Training and demonstrate proficiency in all Airport Operations Instructions (AOI's) regarding secured access to airfield and aircraft ramp and apron areas. No escorts of any type will be provided.
- B. Airport Security: Contractor's services shall be performed in accordance with the Transportation Security Administration (TSA), Federal Aviation Administration (FAA), and any other governmental agency security directives, rules, and regulations. The FAA and the TSA may assess fines and penalties for Contractor's noncompliance with the provisions of Title 49 Code of Federal Regulations (CFR), Parts 1540 and 1542, as amended from time to time, or by other agencies for noncompliance with laws or regulations applicable to Contractor's operations. Within ten (10) days of notification in writing, Contractor shall reimburse the City for any paid fines or penalties assessed against the City because of Contractor's noncompliance with 49 CFR 1540 and 1542 or other applicable laws or regulations.
- C. The Contractor acknowledges that fines or penalties associated with non-compliance with security regulations must be reimbursed to MCO.

2.9. 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 Aviation Authority. Contractors will 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 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.

2.10. 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 non-reimbursable 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.
 - G. Every new employee requiring unescorted access to a secure area of the airport must be electronically processed by the Aviation Authority's Access Control Office for a Criminal History Records Check and Security Threat Assessment before an identification badge is issued. In addition to this records check, the employee will be required to attend security training class (approximately 1 hour), and in the case of operating a vehicle on the Airport Operating Area (AOA) the employee will also be required to attend a driving safety class (approximately 1 hour); both training classes are provided by the Aviation Authority.
 - H. The Contractor shall maintain, and shall require its Subcontractors to maintain, a permanent record in its files of the background information, including drug screening tests, on all current and

former employees who are utilized in the performance of this Contract and, when requested, shall provide such information to Aviation Authority, TSA, or such other entity as deemed appropriate by the Aviation Authority. The Contractor further agrees to perform, or require its Subcontractors to perform, such additional employee background checks, fingerprinting, or other identification measures as may be required by any future security rules or applicable federal regulations.

- I. Fees Associated with Identification Badges and Keys. The Contractor shall pay all fees associated with identification badges and keys based on the current fee schedule at the time of issuance of identification badges and keys. The Aviation Authority shall determine the term of each badge at the time of issuance. **Note: No personal checks or credit card payments are accepted. Companies will be assessed a set fee for each non-returned identification badge and for each non-returned key.**
- J. 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, 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.
- K. Contractor must co-sign with the Subcontractor all badge applications for any employee of a temporary employment agency engaged as a Subcontractor to provide personnel to Contractor on this Contract. All employees provided by temporary employment agencies for this Contract shall be Contractor Responsible Employees. Before submitting a badge application for an employee provided on this Contract by a temporary employment agency, Contractor or the temporary employment agency must submit to the Aviation Authority's Authorized Representative (AAR) for prior approval of such employee, a Contract between the temporary employment agency and such employee reflecting an intended assignment of such employee to the Contract for the remaining duration of the Contract or the duration of the Contractor's need for such position.

**2.11. U.S
 . Customs and Border Protection (CBP) Badge Seal**

- A. Customs and Border Protection Seal N/A a requirement for this Contact.
 - 1. The U.S. Customs and Border Protection required badge for the purposes of performing duties under the Contract is a hologram badge. The Contractor will comply with all U.S. Customs Service requirements in order to obtain and maintain a hologram to be affixed on the Aviation Authority badge. Currently a bond must be posted with U.S. Customs and Border Protection before any holograms are issued. Contractor should verify bond cost with U.S. Customs and Border Protection. The bond amount could change if the Contractor commits U.S. Customs and Border Protection violations or if the U.S. Customs and Border Protection changes its rules or procedures.
 - 2. Post a continuous CF 301 Bond (Type 1 or 2) or an Airport Security Bond. The bond is obtained from an authorized surety company as referenced in 19CFR113.37. The face value of the bond depends upon how many employees will require access to the Customs security areas.

Less	than	15	\$25,000.00
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Between	15	-	25	\$50,000.00
More than 25	\$100,000.00			

3. The CF 301 Bond can be designated as an import/broker bond, warehouse bond, international carrier bond, or a non-specific Airport Security Bond.
4. The Contractor must have a sufficient number of management staff as well as regular staff, (as permitted by local U.S. Customs and Border Patrol officials) badged with Federal Inspection Station (FIS) (US Customs and Border Patrol) credentials, to ensure adequate staff on all shifts are capable of responding to FIS calls without escort.

**2.12. Per
formance and 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. The Aviation Authority shall notify the Contractor of any specific services that are unsatisfactory to the Aviation Authority, and if the Contractor has not addressed such item or items set forth in the notice to the Aviation Authority’s satisfaction within the time frame set forth in the Aviation Authority’s notice, the Aviation Authority in addition to all other rights provided under this Contract or by law or equity, may either remedy such unsatisfactory services itself or through a third party and the cost of providing the remedial services shall be deducted from the Contractor’s invoice.
- C. The Aviation Authority shall pay the undisputed amount of Contractor’s invoice per The Florida Prompt Payment Act. Items in dispute shall be paid upon the resolution of the dispute in accordance with the Florida Prompt Payment Act.
- D. The Contractor’s invoice shall generally describe the services rendered by work area and location, type of service, date rendered, and shall contain such other information and is accompanied by such supporting documentation and other materials as the Aviation Authority shall request. The forms to be used will be provided by the Contractor, with approval of the Aviation Authority.
- E. The Aviation Authority will reimburse the Contractor for reasonable freight and shipping charges incurred with respect to any such reimbursable items, at actual cost, for which parts, materials, equipment rental and other reimbursable items are approved in writing by the Aviation Authority in advance of such shipment. The cost of overnight delivery shall be approved in writing in advance by the AAR.
- F. 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.
- 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

**2.13. Pric
e Escalation/De-Escalation (CPI)**

- A. The original contract prices shall be firm for the five-year contract period. A price escalation/de-escalation **may be** considered after **the 3rd** year, and once a year thereafter, provided the

Contractor notifies the Aviation Authority, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract’s anniversary date.

- B. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.
- C. Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change.
- D. Formula is as follows: $\text{Current Index} - \text{Base Index} / \text{Base Index} = \% \text{ of Change}$ $\% \text{ of Change} \times 100 = \text{Percentage Change}$
CPI-U Calculation Example: CPI for the current period 232.945 Less CPI for the base period 229.815 Equals index point change 3.130 Divided by base period CPI 229.815 Equals 0.0136 Result multiplied by 1000.0136 x 100 Equals percent change 1.4%
- E. 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.
- F. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not **exceed 3.5%** unless there are circumstances demonstrating that an increase beyond this amount is required and this is approved by the Aviation Authority.
- G. All price adjustments must be accepted by the Vice President of Purchasing and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed. No retroactive contract price adjustments will be allowed. Only final CPI data will be used to adjust contract pricing.
- H. Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract the Contractor shall notify the Aviation Authority’s Purchasing Department of price decreases in the method outlined above.
- I. 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.

2.14. Pricing, Payment and Freight Terms

- A. Provide pricing in OpenGov, using the pricing table. Responses in any other format (such as a quote on the Respondent’s template) will not be accepted or reviewed.
- B. Unit prices provided must be valid at least through 06/30/2027. Any anticipated increases in Respondent’s costs during the term must be reflected in its prices set forth in its response.
- C. The Aviation Authority shall not be obligated to renegotiate or increase any price on a Respondent’s mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Respondent’s overhead costs, including, but not limited to, costs of the required bonds and insurance coverages, shall be included in such Respondent’s prices listed in its Solicitation.
- D. Freight Terms are FOB Destination, Freight Prepaid. Respondent pays and bears the freight charge, owns goods in transit and files claims if any.

- E. Payment Terms are Net 45
- F. Unit prices provided shall be for materials/items/parts/equipment that are new, unused, or a current year and model, and are fully supported by the manufacturer's warranty to the initial purchaser, as applicable.
- G. The Aviation Authority is exempt from Federal excise taxes and all sales taxes.

3. INSURANCE REQUIREMENTS

3.1. General Information

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

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

3.2. Commercial General Liability and Automobile Liability Insurance

- A. Commercial General Liability insurance covering any and all claims for property damage and bodily injury (including death) and including, but not limited to premises, products and completed operations, and Contractual liability for Contractor's covenants, with a limit of liability not less than **One Million Dollars (\$1,000,000)** per occurrence or not less than **Five Million Dollars (\$5,000,000)** per occurrence, for AOA access; and
- B. Automobile liability insurance covering each motor vehicle, including but not limited to owned, non-owned, or hired, used in conjunction with providing Services on Aviation Authority property resulting in property damage or bodily injury, including death with a limit of not less than **One Million Dollars (\$1,000,000)** combined single limit per accident or not less than **Five Million Dollars (\$5,000,000)** combined single limit per accident, for AOA access;
- C. 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.

3.3. Workers' Compensation and Employer's Liability Insurance

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

3.4. 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.

3.5. Other Insurance Requirements

Contractor agrees to the following as it relates to all above required insurance:

- A. 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.

- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. A properly completed and executed Certificate of Insurance on a form provided or approved by the Aviation Authority (such as a current ACORD form) evidencing the insurance coverages required by this Section 2.5 shall be furnished to the Aviation Authority upon the Notice of Intent to Award of the Contract and each renewal thereafter during the term of this Contract and its renewal/extension. Contractor acknowledges that any acceptance of Certificate of Insurance by Aviation Authority does not waive any obligations herein this Contract.
- G. 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.
- H. The Contractor shall provide the Aviation Authority immediate written notice of any adverse material change to the Contractor's required insurance coverage. For purposes of this Insurance Section 2.5, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, or any increase in the Contractor's self-insured retention and any non-renewal or cancellation of required insurance.
- I. If any insurance coverage is canceled or reduced, Contractor shall, within forty-eight (48) hours remit to the Aviation Authority a Certificate of Insurance showing that the required insurance has been reinstated or replaced by another insurance company or companies acceptable to the Aviation Authority. If Contractor fails to obtain or have such insurance reinstated, Aviation Authority may, if it so elects, and without waiving any other remedy it may have against Contractor, immediately terminate this Contract upon written notice to Contractor.
- J. 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.

4. MINIMUM REQUIREMENTS

Respondent must meet the minimum requirements noted under this section in order to be considered for award. Respondents must address each Minimum Requirement and provide affirmative statements and/or documentation in the Vendor Questionnaire to demonstrate meeting the Minimum Requirements.

4.1. Minimum Requirements,

Responses will be considered only from Respondents which are regularly engaged in the business as described in this Solicitation package; with a record of performance for the period of time stated in the Minimum Requirements, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated.

Respondents that do not meet the requirements listed as determined by the Aviation Authority, at its sole discretion, will be deemed non-responsive and not considered for award. All decisions made by the Aviation Authority are final.

a. Respondent must have a minimum of five (5) years' experience performing Landscape Maintenance Services in an area of at least 100 acres providing:

- 1)
- 2) Edging and Mowing;
- 3) Weeding;
- 4) Pruning Services
- 5) Disease and Insect Control;
- 6) Fertilization;
- 7) Trash and Debris Removal;
- 8) Provide/Placement of Mulch;
- 9) Plant Replacement; and
- 10) Irrigation Maintenance.

b. Respondent 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.

c. 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 Vendor's Submission Operational Plan and Equipment List.

d. Respondent shall submit with bid copies of Licenses and Certifications that are pertinent to this work. All such documents shall be current.

1) The Respondent or an employee of Respondent, 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 exterior

The Aviation Authority reserves the right to reject any Response if the evidence submitted by or investigation of such Respondent fails to satisfy the Aviation Authority that such Respondent is a responsive and responsible Respondent in accordance with the criteria set forth herein.

4.2. Proof of Insurability

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

insurance(s) listed in this solicitation under Insurance Requirements. Requirements can be found under Section: Insurance Requirements.

4.3. Registration with the State of Florida

Respondent shall be registered/qualified to do business in the State of Florida. Provide a copy of such registration/qualification to the Aviation Authority with the Response submission.

4.4. References

- A. Respondent must provide at least three references from Clients to whom the Respondent delivered goods or provided services of a similar scope, within five years from the date of this solicitation.
- B. Respondents' references should demonstrate that the Respondent reasonably has the reputation to perform the Scope of Services / provide goods.
- C. **References shall be able to validate the Respondent's capabilities and experience.**
- D. The Respondent authorizes the Aviation Authority, its staff or consultants to contact any of the references provided in the response and specifically authorizes such references to release either orally or in writing, any appropriate data with respect to the Respondent and its Team members. The Aviation Authority reserves the right to solicit from available sources relevant information concerning a Respondent's past performance and may consider such information in its evaluation and selection of Proposers.
- E. **Respondent bears full responsibility for naming references which will respond to the Aviation Authority's reference checks. If the Respondent's references do not respond to the Aviation Authority's reference checks, the Respondent's evaluation may be adversely affected by non-responsive references.**

4.5. Letter of Bondability / Letter of Credit

Respondent shall provide a Letter of Bondability on a surety company letterhead or a letter from a US Bank for a Letter of Credit confirming that the Respondent can obtain one or the other and understands only the Performance bond or letter of Credit will be accepted.

5. SCOPE OF WORK / SPECIFICATIONS

5.1. Overview

- a. The Contractor shall provide all labor, supervision, materials (including replacement plant material and irrigation parts required), supplies, tools, equipment, licenses, permits, chemicals, fertilizer, mulch, and all other items necessary or proper for, or incidental to, performing exterior landscape maintenance and irrigation services located in the areas inside the AOA at the Orlando International airport in accordance with this Specification.
- b. The Contractor by executing this Contract acknowledges full understanding of the extent and character of the work[not defined so do not capitalize] 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.
- c. The Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract Specifications and to industry standards so that the exterior landscape areas inside the AOA and surrounding areas at the Orlando International Airport (see Attachment A Landscape Maintenance Area) are kept and maintained in a healthy, vigorous growing condition and in a neat and clean appearance. 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.
- d. Contractor shall be responsible for cleanup and removal of storm caused debris unless the damage is directly caused by a hurricane, 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.

5.2. Inspections and Approval

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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 24 hours unless otherwise authorized by the AAR.
- f. 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.

5.3. Hours to Perform Services

- a. Contractor shall normally perform work during Standard Work Hours which are between 7:00 a.m. and 3:30 p.m., Monday through Friday, excluding Aviation Authority's observed holidays. The Aviation

Authority may require the Contractor to perform work during Non-standard Work Hours which are outside the Standard Work Hours. Non-standard Work Hours may be arranged with prior written approval of the AAR. Contractor shall advise AAR 48 hours in advance of its projected work schedule. Contractor shall perform no work during Aviation Authority observed holidays without the prior written permission of the AAR.

b. In the event an emergency condition is declared by the Aviation Authority's Chief Executive Officer, Vice President of Facilities or their respective designees, the Contractor will perform work during such hours as specified by the Aviation Authority.

5.4. Contractor Performance

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 the time frame whether in the summer or winter as specified herein 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.

e. Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract specifications, industry standards and manufacturers' specifications.

f. 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.

5.5. Mowing

a. The Contractor shall be responsible for mowing grass located in the exterior landscape areas located in the AOA as specified on the Attachment "A" - Map 1 (the "Landscape Areas"):

b. Subject to adjustments for unusual weather or growing conditions, mowing for all areas will be completed no less than once every fourteen (14) days, for approximately thirty-one (31) mowing cycles per year. Additional mowing cycles may be requested by the AAR.

c. All turf shall be mowed by Contractor using rotary mowers to a commercial finish height of 3.5" to 4".

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 by Contractor 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. Should for any reason a sizable thatch layer of 1" to 2" or greater develop; 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 by Contractor. Grass clippings must be prevented by Contractor from entering retention ponds and water structures. Mowing by Contractor 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. Mowing by Contractor over litter or debris will not be allowed. Each area must be policed (removal of litter and other objects) by Contractor prior to mowing.

h. Vehicular and aircraft traffic exists throughout all areas to be maintained by Contractor. The safety and convenience is of paramount importance in the execution of the Contractor's obligations under the Contract. The Contractor shall not compromise safety nor allow any condition that will endanger or inconvenience the performance of its obligations under the Contract.

i. Areas including curbs, gutters, walks, roads, and fence lines shall be raked, blown, vacuumed and/or cleaned of excess clippings, leaves, sticks, twigs, moss, palm fronds, vines, trash, or any other debris by Contractor on each maintenance day. Contractor shall dispose of collected debris in the designated area. No dumping, burning, or burying of debris will be allowed.

5.6. 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 edgers will be used to vertically cut grass surfaces along curbs and bed lines to maintain a clean sharp appearance at all times. Edger blades shall be kept sharpened at all times.

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 Trash and Debris Removal.

5.7. 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. Any spraying shall have a color distinction to allow for verification of services performed. Color to be approved by the AAR in advance and shall be consistent throughout the term of the Contract.

c. Contractor shall remove all vegetation at cracks, joints, gutters, inlets, roadway medians, and in concrete and asphalt pavement surfaces within the Landscape Areas as required each cycle.

d. Contractor is responsible for keeping drainage ditches and inlets within the Landscape Areas 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 or mechanically.

e. Landscape plant beds shall be weeded by hand as required.

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.

5.8. Pruning Services

a. Shrubs and Groundcover

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.

1. Pruning in general consists of the removal of dead, dying, broken, fungus infected, and insect infested and superfluous landscape material.
2. Vines and groundcover plants shall require periodic cutting to encourage lateral growth.
3. All lawn and shrub areas damaged by pruning equipment shall be promptly restored at Contractor's expense.
4. 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.

b. Palms

1. A complete pruning of all safely accessible palms identified in the Landscape Area may be performed two (2) times per year. Additional pruning may be required as directed by the AAR.
2. Palm pruning shall also be performed on palm fronds, fruit or loose petioles, dangerous thorns, spikes or appendages when they create a potential hazardous or dangerous condition to all tramways, roadways, walkways, cooling towers, signage, security cameras, lines of sight, and/or for similar reasons.
3. Fronds shall be severed close to the petiole base without damaging trunk tissue. Live healthy fronds, initiating at an angle of 45 or greater from the horizontal plane should not be removed.
4. Palm peeling (shaving) shall consist of the removal of the dead frond cases only at the point they make contact with the trunk without damaging living trunk tissue. Palm petioles shall be pruned to create a "pineapple" shape at the palm head. Should booted palms begin to deteriorate and loosen or cause excessive debris or develop an unkempt appearance, they shall be shaved off to achieve a clean appearance.
 - a) If pruning wounds may attract harmful insects, pruning shall be timed so as to avoid insect infestation. Palms susceptible to serious infectious diseases shall be pruned at the time of year during which the pathogens causing the diseases or the insect vectors are most active.
 - b) The presence of any disease condition, decayed trunk or other structural weakness shall be reported immediately in writing to the AAR and corrective measures taken.

c. Tree Pruning

1. Contractor may perform a pruning of trees in the Landscape Area once a year. Contractor shall prune only during the proper time of season for each species or as directed by the AAR.
2. In general, pruning shall consist of the pruning (Class 1), standard pruning (Class 2), hazards pruning (Class 3), and crown reduction pruning (Class 4) as defined by the National Arborist Association Standards. Contractor shall follow guidelines set by the American National Standards Institute for Tree Care Operation.
3. Contractor shall be responsible for all equipment required for performing the tree pruning including, but not limited to, proper safety equipment, cherry picker, ladders, chainsaws, handsaws, and hand pruners.
4. The Contractor shall prune from time to time to remove potential hazards to pedestrians, remove branches damaged during storms or vehicles, nuisance growth that obstruct vision, traffic signage, or

vehicle traffic. Trees shall also be pruned if they are blocking lines of sight, lighting or walks, or interfering with tramways.

5. All cuts shall be made as close as possible to the trunk or parent limb without cutting the branch collar or leaving a protruding stub. Bark at the edge of all pruning cuts shall remain firmly attached.

6. All branches too large to support with one hand shall be precut to avoid splitting or tearing of the bark. Where necessary, ropes or other equipment shall be used to lower large branches or stubs to the ground.

7. Old injuries shall be inspected. Those not closing properly and where the callus growth is not already completely established shall be bark traced if the bark appears loose or damaged. Such tracing shall not penetrate the xylem (sapwood) and margins shall be kept rounded.

8. Equipment that will damage the bark and cambium layer shall not be used on or in the tree. Sharp tools shall be used so that a clean cut shall be made at all times.

9. All cuts shall be removed from the crown upon completion of the pruning.

10. If pruning wounds may attract harmful insects, pruning shall be timed so as to avoid insect infestation. Trees susceptible to serious infectious diseases shall be pruned at the time of year during which the pathogens causing the diseases or the insect vectors are most active.

11. Contractor shall remove the weaker or less desirable of crossed or rubbing branches. Such removal, if possible, shall not leave large open spaces in the general outline of the tree.

12. Where practical all visible girdling roots shall be treated as follows:

- a) Cut root at either end, or
- b) Sever root in center with a chisel and allow growing tree to push away, or
- c) Remove section of root.

13. The presence of any disease condition, fungus fruit bodies, decayed trunk or branches, split crotches or branches, cracks or other structural weakness shall be reported immediately in writing to the AAR and corrective measures taken.

14. In crown reduction pruning not more than one-third of the total area shall be reduced in a single pruning. Every effort shall be made to cut back to a lateral at least one-third to one-half the diameter of the parent limb or leader that is being removed.

15. Trees shall be pruned to a shape typical of their species.

16. To prevent sunburn on thin barked trees, only enough limbs shall be removed to get the desired effect without admitting too much sunlight to the trunk of the tree or the top of large branches.

17. When removing the lower branches of trees from crown elevation or under clearance, care shall be taken to maintain a symmetrical appearance, and cuts shall not be made so large or numerous that they will prevent normal sap flow.

18. Periodic crown reduction shall be performed to maintain safety. Cuts should be made when branches are small to avoid developing stem decay and to begin training trees when they are young. Trees shall be pruned regularly to avoid removing an excessive amount of leaf surface in any one pruning cycle.

19. Any damage to the trunk of a tree shall be cared for within one week using proper arboriculture techniques to assure proper callusing. The AAR is to be notified in writing of any damage caused to any tree in the contract areas.

20. If any damage is unsightly or causes death to a tree as a result of carelessness by the Contractor or its subcontractor, the Contractor shall, at its sole expense, replace and install a tree of the same variety to be approved by the AAR.

21. Contractor shall be responsible for cutting down and removing dead trees as required. Stumps will be cut as close to the ground as possible, and stumps shall be grounded down flush to the ground and then made into a safe condition.

5.9. Soil Analysis Report

- a. Contractor shall provide the AAR with soil analysis reports from representative turf and bed areas twice (2) per year to determine fertilizer composition and if soil additives are required.
- b. Testing shall be conducted at initial startup of Contract and every six (6) months thereafter. Testing shall include analysis of PH, major and minor elements, fertility, drainage report, and sand fraction analysis with recommendations. The AAR or designer shall be presented with a sample that is being taken, to ensure quality and location is accepted to the Aviation Authority.
- c. Contractor shall be responsible for purchasing and applying any and all soil conditioners required.

5.10. Fer tilization

- a. Contractor shall provide Aviation Authority with a complete fertilization program prior to application of any product. Any Fertilization services shall be pre-approved by the AAR.
 - 1) The program shall include information on what products are to be used for each type of 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.
 - 3) Soil sample may be required as requested by the AAR prior to any fertilization being applied.
- 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. 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.

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-half pound of nitrogen per 1,000 square feet per application. Supplemental liquid fertilization applications may be required to green up off colored turf areas.
- g. 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.
- h. 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.
- i. Trees shall be fertilized in spring, and early fall, in the following amounts:

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

j. 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.

k. 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)

l. 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.

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

5.11. Disease And Insect Control Dis

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). Application signage shall be removed within seven (7) days of application.

b. 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.

c. 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.

d. 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).

e. 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.

f. Contractor shall maintain a preventative program for all palms and including treatment for palm weevils at a minimum of two times per year.

g. 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.

5.12. Irrigation Maintenance

a. The Contractor shall have 45 calendar days from date of Contract, on or about July 1, 2024, to provide an inventory assessment of the irrigation system. Upon completion of the inventory assessment Contractor shall provide a full inventory of all irrigation parts on the system(s) and repair/maintenance plan of all items found during the assessment that are not functioning properly on the Aviation Authority's irrigation system and submit it to the AAR. The Aviation Authority shall have the option to reimburse the Contractor for the repairs or will allow a Third Party to make repairs.

b. Beginning on day 46 of the Contract, Contractor shall be responsible for all irrigation parts and irrigation maintenance of all main lines 8" diameter and below that were not identified during the inventory assessment.

c. During the Contract term, including any extension, the Contractor shall be responsible for monitoring of and maintenance to the Aviation Authority's irrigation system to assure that all areas are watered in accordance with good horticultural practices. Prudent judgment shall be used when watering to prevent spray water from hitting vehicular and pedestrian traffic.

d. All requests for repairs, the contractor shall respond within (2 hours), and repairs completed within 24 hours. If repairs cannot be completed within 24 hours, the AAR must be notified with an estimated repair time frame.

e. 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.

f. 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 include 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.

g. At the discretion of the Aviation Authority, irrigation may be suspended temporarily during high winds, freezing or other adverse conditions. 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.

5.13. Annuals

- a. Contractor shall be responsible for furnishing, installing, and maintaining approximately 2,500 four-inch (4") pot size annuals for a total of 10,000 total per year throughout AOA landscape areas as specified and/or directed by the AAR.
- b. The annual beds provided by the Contractor shall have a minimum of 3" top layer of existing soil removed from each bed once per year or as directed by the AAR. The Contractor shall top dress the annual beds with a 4-inch layer of new planting soil.
- c. If annual plantings fail due to lack of or improper maintenance, the Contractor shall be responsible for replacing such plants/materials at Contractor's expense. Contractor shall be responsible for adding and/or mixing soil to annual beds between plantings due to natural attrition. The Contractor shall ensure proper drainage in all areas are maintained in order to prevent plant failure.

5.14. Replacement of Plant Material

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. The Contractor shall upon removal of any plant, 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.

5.15. Mulch Pine Bark

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

order.

c. 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.

d. 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.

**5.16.Wh
ite Landscaping Rock**

White Landscaping rock may be added and/or replaced by Contractor as directed by the AAR. When adding and/or replacing landscaping rocks, ensure the ground has been prepared and base layer is added. The white landscaping rock shall be preapproved by the AAR.

**5.17.Tra
sh and Debris Removal**

a. Contractor shall have a dedicated technician to maintain and remove trash and debris **continuously on a daily basis and/or as requested by the AAR** during the Standard Work Hours from all landscape areas covered under this Contract.

b. Daily, the Contractor shall keep the landscape areas and roadway drains free from accumulations of waste materials, and other debris, in addition to man-made trash and litter. The Contractor shall remove all fallen tree branches, palm fronds, palm tree debris, and waste materials from and about the premises.

c. The Contractor shall also remove from the premises all tools, equipment, and surplus materials, and leave the site clean.

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

**5.18.Avi
ation Authority's Responsibilities**

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.

**5.19.Con
tractor's Responsibilities**

a. The Contractor shall attend a contract coordination meeting and all meetings after the commencement of the Contract as requested by the AAR.

b. At the end of the term of the Contract, the Contractor shall attend meetings before and after the expiration of the Contract if, upon expiration, another Contractor has been selected to provide services.

c. Contractor assumes all liability with respect to their employees assigned to this Contract if they are injured on the Aviation Authority property.

d. All work performed under this Contract shall be carried out under the direction of the AAR. The Contractor in the course of the work under this contract is responsible for continuous communications and coordination with the AAR.

e. The Contractor shall provide trained personnel for all phases of this contract as specified in the Scope of Services.

f. **Contractor is required to have an on-site Manager assigned exclusive to this contract. The On-Site Manager is required to carry a working cell phone at all times while on duty to communicate with the AAR.** The cost of the cell phones shall be included in the Contract. While on duty the Supervisors are required to be available by phone when contacted by the AAR and on-duty Contractor personnel in order

to respond to issues. Should they not be able to be reached immediately, they shall return any missed calls within 10 minutes.

g. The Contractor shall report to the AAR any critical issues discovered immediately. The AAR will coordinate with the Contractor on the reporting and tracking process.

5.20. On-Site Manager

a. The On-Site Manager shall be assigned to this Contract by the Contractor to fulfill its obligations. The Contractor further agrees that the On-Site Manager assigned to the Contract shall remain available as long as the individual is employed by the Contractor until the term is completed.

b. The On-Site Manager for this Contract shall be a full-time employee of Contractor and shall devote his/her time to only managing the Contractor's operations related to this Contract at the Orlando International Airport.

c. The On-Site Manager shall possess an Associate 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.

d. 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. And shall be on site to verify work being performed.

e. 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.

f. The Contractor's On-site Manager shall be available to the Aviation Authority at any time and in the event of an emergency condition is declared.

5.21. Landscape Crews

a. The Contractor will assign only qualified, trained, competent, and reliable personnel to perform the services.

b. The use of "short term temporary" or casual "day labor" will not be permitted.

c. All Landscape crews shall be required to have an identification badge. No escorting will be allowed. Refer to Special Conditions; Identification and Access Requirements.

5.22. Irrigation Technicians

a. 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.

b. The lead Irrigation Technician shall have or obtain within one (1) year of the date of the commencement of the Contract, a Maxicon certification in basic central control hardware and software (Level 1). The persons designated as the Irrigation Technicians and any replacements shall be subject to the Aviation Authority's prior written approval.

c. Contractor shall provide a minimum of two (2) full-time, qualified Irrigation Technicians to work solely on the Aviation Authority's irrigation system. Each of the Irrigation Technicians shall have at least three (3) years' experience in irrigation maintenance and shall be knowledgeable of Rainbird irrigation equipment.

5.23. Certified Pesticide Operator

The Contractor shall have a Certified Pesticide Operator (CPO) licensed individual on-site when pesticide services are being performed, to oversee all spraying operations and to monitor the Contract area for insects and diseases. CPO will have a **minimum of three (3) years experience and shall be pre-approved by the AAR.**

5.24. On-Site Communications

The Contractor shall provide, at no cost to the Aviation Authority, company provided cell phones for the Staff use to assist in the performance of their duties.

5.25. Lighting

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

5.26. Use of Premises

During the progress of the work specified, 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.

5.27. Additional Services

- 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.

6. PRICING TABLE(S)

Only pricing submitted in the OpenGov Pricing Table(s) will be accepted and considered. All charges and fees must be disclosed in the Pricing Table(s).

Freight Terms: FOB Destination, Freight Prepaid. Respondent pays and bears the freight charge, owns goods in transit and files claims if any.

Payment Terms: Net 45

YEAR ONE - AOA - LANDSCAPE MAINTENANCE SERVICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mowing	36	Cycle		
2	Edging and Trimming	36	Cycle		
3	Weeding	36	Cycle		
Pruning Services					
4	Pruning Shrubs/Ground Cover	6	Cycle		
5	Pruning Palms	2	Semi-Annual		
6	Pruning Trees	2	Semi-Annual		
7	Palm/tree Removal	5	Each		
Disease & Insect Control					
8	Disease & Insect Control	12	Cycle		
Fertilization					
9	Turf	3	Cycle		
10	Shrub & Groundcover	6	Cycle		
11	Palms	2	Cycle		
12	Trees	2	Cycle		
13	Soil Analysis Report	2	Cycle		
Irrigation Maintenance					
14	Irrigation Maintenance 8" and under	12	Monthly		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Mulch and Landscape Rocks					
15	PineBark	4,000	CUYD		
16	Landscape Rocks - White; Bag Size .5 cubic feet	100	Bags		
Annuals and Plant Material					
17	Annuals	10,000	Each		
18	Plant Replacement Material - Contractors % Mark-Up for Plant Material (enter % using decimal place. Example 10% = .10)	15,000	Each		
Trash and Debris Removal					
19	Trash and Debris Removal	261	Day		
Additional Services					
20	Irrigation Repairs & Parts above 8 inches in Dia.	80	Hours		
21	Additional Landscape Maintenance	25	Acre		
22	Hourly Labor Rate	80	Hour		
Mark up					
23	Contractors % Mark-Up for Irrigation Parts (enter % using decimal place. Example 10% = .1)	50,000	Each		
TOTAL					

YEAR TWO - AOA - LANDSCAPE MAINTENANCE SERVICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mowing	36	Cycle		
2	Edging and Trimming	36	Cycle		
3	Weeding	36	Cycle		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Pruning Services					
4	Pruning Shrubs/Ground Cover	6	Cycle		
5	Pruning Palms	2	Semi-Annual		
6	Pruning Trees	2	Semi-Annual		
7	Palm/tree Removal	5	Each		
Disease & Insect Control					
8	Disease & Insect Control	12	Cycle		
Fertilization					
9	Turf	3	Cycle		
10	Shrub & Groundcover	6	Cycle		
11	Palms	2	Cycle		
12	Trees	2	Cycle		
13	Soil Analysis Report	2	Cycle		
Irrigation Maintenance					
14	Irrigation Maintenance 8" and under	12	Monthly		
Mulch and Landscape Rocks					
15	PineBark	4,000	CUYD		
16	Landscape Rocks - White; Bag Size .5 cubic feet	100	Bags		
Annuals and Plant Material					
17	Annuals	10,000	Each		
18	Plant Replacement Material - Contractors % Mark-Up for Plant Material (enter % using decimal place. Example 10% = .10)	15,000	Each		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Trash and Debris Removal					
19	Trash and Debris Removal	261	Day		
Additional Services					
20	Irrigation Repairs & Parts above 8 inches in Dia.	80	Hours		
21	Additional Landscape Maintenance	25	Acre		
22	Hourly Labor Rate	80	Hour		
Mark Up					
23	Contractors % Mark-Up for Irrigation Parts (enter % using decimal place. Example 10% = .10)	50,000	Each		
TOTAL					

YEAR THREE - AOA - LANDSCAPE MAINTENANCE SERVICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mowing	36	Cycle		
2	Edging and Trimming	36	Cycle		
3	Weeding	36	Cycle		
Pruning Services					
4	Pruning Shrubs/Ground Cover	6	Cycle		
5	Pruning Palms	2	Semi-Annual		
6	Pruning Trees	2	Semi-Annual		
7	Palm/tree Removal	5	Each		
Disease & Insect Control					
8	Disease & Insect Control	12	Cycle		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Fertilization					
9	Turf	3	Cycle		
10	Shrub & Groundcover	6	Cycle		
11	Palms	2	Cycle		
12	Trees	2	Cycle		
13	Soil Analysis Report	2	Cycle		
Irrigation Maintenance					
14	Irrigation Maintenance 8" and under	12	Monthly		
Mulch and Landscape Rocks					
15	PineBark	4,000	CUYD		
16	Landscape Rocks - White; Bag Size .5 cubic feet	100	Bags		
Annuals and Plant Material					
17	Annuals	10,000	Each		
18	Plant Replacement Material - Contractors % Mark-Up for Plant Material (enter % using decimal place. Example 10% = .10)	15,000	Each		
Trash and Debris Removal					
19	Trash and Debris Removal	261	Day		
Additional Services					
20	Irrigation Repairs & Parts above 8 inches in Dia.	80	Hours		
21	Additional Landscape Maintenance	25	Acre		
22	Hourly Labor Rate	80	Hour		
Mark up					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
23	Contractors % Mark-Up for Irrigation Parts (enter % using decimal place. Example 10% = .10)	50,000	Each		
TOTAL					

YEAR FOUR - AOA - LANDSCAPE MAINTENANCE SERVICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mowing	36	Cycle		
2	Edging and Trimming	36	Cycle		
3	Weeding	36	Cycle		
Pruning Services					
4	Pruning Shrubs/Ground Cover	6	Cycle		
5	Pruning Palms	2	Semi-Annual		
6	Pruning Trees	2	Semi-Annual		
7	Palm/tree Removal	5	Each		
Disease & Insect Control					
8	Disease & Insect Control	12	Cycle		
Fertilization					
9	Turf	3	Cycle		
10	Shrub & Groundcover	6	Cycle		
11	Palms	2	Cycle		
12	Trees	2	Cycle		
13	Soil Analysis Report	2	Cycle		
Irrigation Maintenance					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
14	Irrigation Maintenance 8" and under	12	Monthly		
Mulch and Landscape Rocks					
15	PineBark	4,000	CUYD		
16	Landscape Rocks - White; Bag Size .5 cubic feet	100	Bags		
Annuals and Plant Material					
17	Annuals	10,000	Each		
18	Plant Replacement Material - Contractors % Mark-Up for Plant Material (enter % using decimal place. Example 10% = .10)	15,000	Each		
Trash and Debris Removal					
19	Trash and Debris Removal	261	Day		
Additional Services					
20	Irrigation Repairs & Parts above 8 inches in Dia.	80	Hours		
21	Additional Landscape Maintenance	25	Acre		
22	Hourly Labor Rate	80	Hour		
Mark - Up					
23	Contractors % Mark-Up for Irrigation Parts (enter % using decimal place. Example 10% = .10)	50,000	Each		
TOTAL					

YEAR FIVE - AOA - LANDSCAPE MAINTENANCE SERVICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mowing	36	Cycle		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	Edging and Trimming	36	Cycle		
3	Weeding	36	Cycle		
Pruning Services					
4	Pruning Shrubs/Ground Cover	6	Cycle		
5	Pruning Palms	2	Semi-Annual		
6	Pruning Trees	2	Semi-Annual		
7	Palm/tree Removal	5	Each		
Disease & Insect Control					
8	Disease & Insect Control	12	Cycle		
Fertilization					
9	Turf	3	Cycle		
10	Shrub & Groundcover	6	Cycle		
11	Palms	2	Cycle		
12	Trees	2	Cycle		
13	Soil Analysis Report	2	Cycle		
Irrigation Maintenance					
14	Irrigation Maintenance 8" and under	12	Monthly		
Mulch and Landscape Rocks					
15	PineBark	4,000	CUYD		
16	Landscape Rocks - White; Bag Size .5 cubic feet	100	Bags		
Annuals and Plant Material					
17	Annuals	10,000	Each		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
18	Plant Replacement Material - Contractors % Mark-Up for Plant Material (enter % using decimal place. Example 10% = .10)	15,000	Each		
Trash and Debris Removal					
19	Trash and Debris Removal	261	Day		
Additional Services					
20	Irrigation Repairs & Parts above 8 inches in Dia.	80	Hours		
21	Additional Landscape Maintenance	25	Acre		
22	Hourly Labor Rate	80	Hour		
Mark Up					
23	Contractors % Mark-Up for Irrigation Parts (enter % using decimal place. Example 10% = .10)	50,000	Each		
TOTAL					

7. VENDOR QUESTIONNAIRE

Respondent must answer all questions and provide completed documentation under Vendor Questionnaire

7.1. RESPONDENT IDENTIFICATION

7.1.1. Responding Company's Name*

Provide the name of Respondent company

Maximum response length: 100 characters

*Response required

7.1.2. Type of organization (corporation, sole proprietor, partnership, joint venture, other)*

Maximum response length: 100 characters

*Response required

7.1.3. Responding Company's Address*

Maximum response length: 200 characters

*Response required

7.1.4. Respondent's Contact's Name and Title*

Identify the person by Name and Title who is completing this solicitation response. The person identified here will be the contact person related to this solicitation. Must be duly authorized to submit a solicitation response.

Maximum response length: 100 characters

*Response required

7.1.5. Email address of the Respondent's Contact Person*

Maximum response length: 100 characters

*Response required

7.1.6. Phone Number of the Respondent's Contact Person*

Maximum response length: 100 characters

*Response required

7.1.7. Federal Employer Identification Number*

Maximum response length: 200 characters

*Response required

7.2. PRICING

7.2.1. Pricing Table*

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

Please confirm

*Response required

7.3. MINIMUM REQUIREMENTS

7.3.1. Registered with the State of Florida.*

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

Upload a copy of such registration/qualification.

*Response required

7.3.2. Proof on Insurability*

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

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

Please upload proof of insurability.

*Response required

7.3.3. Proof of Bondability*

Respondent 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 Respondent can obtain one or the other and understands only the Performance Bond or Letter of Credit form will be accepted.

See further details in Section: Special Conditions.

Please upload Letter of Bondability as noted above.

*Response required

7.3.4. References*

Respondents' references should demonstrate that the Respondent and the key individuals have the experience required, and reasonably has the reputation to perform the Scope of Services.

References shall be able to validate the Respondent's capabilities and experience.

Respondent must submit at least three references to whom the Respondent provided goods/services within five years from the date of response submittal to this solicitation.

It is the Respondent's responsibility to provide references and information that most closely demonstrates their experience with organizations (airports, counties, municipalities, or universities) of similar size, complexity, and risk exposure as the Aviation Authority.

The Respondent authorizes the Aviation Authority, its staff or consultants to contact any of the references provided in the response and specifically authorizes such references to release either orally or in writing, any appropriate data with respect to the Respondent and its Engagement Team members.

Respondent bears full responsibility for naming references which will respond to the Aviation Authority's reference checks. If the Respondent's references do not respond to the Aviation Authority's reference checks, the Respondent's evaluation will be adversely affected by non-responsive references.

Please confirm you understand the reference requirements and will provide the required information.

Please confirm

*Response required

7.3.5. Reference 1*

Enter your first Reference here. Your response must include your Reference's:

A. Organization's Name

- B. Organization's Address
- C. Contact Person's Name
- D. Contact Person's Email/Person's Phone
- E. Brief Description of Project
- F. Date of Services

Maximum response length: 300 characters

*Response required

7.3.6. Reference 2*

Enter your second Reference here. Your response must include your Reference's:

- A. Organization's Name
- B. Organization's Address
- C. Contact Person's Name
- D. Contact Person's Email/Contact Person's Phone
- E. Brief Description of Project
- F. Date of Services

Maximum response length: 200 characters

*Response required

7.3.7. Reference 3*

Enter your third Reference here. Your response must include your Reference's:

- A. Organization's Name
- B. Organization's Address
- C. Contact Person's Name
- D. Contact Person's Email/Person's Phone
- E. Brief Description of Project
- F. Date of Services

Maximum response length: 200 characters

*Response required

7.4. ADDITIONAL RESPONSE REQUIREMENTS

7.4.1. Acknowledgement of Addenda*

By selecting "Confirm" I hereby acknowledge that I have reviewed revisions and all answers to questions published and any addenda up until the solicitation closing date/time and have given consideration to all information in preparing the response to this solicitation.

Please confirm

*Response required

7.4.2. Landscape Maintenance Schedule *

Include a schedule proposed to complete the services as referenced per Section 4, Scope of Work, include a traffic plan

*Response required

7.4.3. Contractor's Personnel*

Provide the Resumes of On-Site Manager.

*Response required

7.4.4. Traffic Control Plan*

A proposed traffic control plan shall be uploaded at time of bid submittal. 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.

*Response required

7.4.5. Tools and Equipment

Include make, model and year of equipment, include support equipment such as trucks and trailers that will be utilized to perform the services as defined in the Scope of Work.

7.4.6. Complete and Sign Conflict of Interest Disclosure Form*

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

- [GOAA-Conflict of Interest F...](#)

*Response required

7.4.7. Certification Regarding Prohibition Against Contracting with Scrutinized Companies**

Please download the below documents, complete, and upload.

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

*Response required

7.4.8. Drug-Free Workplace Certification*

By selecting "Confirm", I certify, that if awarded, Respondent shall maintain a drug-free workplace in accordance with the Florida Drug-free Workplace Act during the duration of the contract. 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.

Please confirm

*Response required

7.4.9. Current W9*

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

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

*Response required

7.4.10. Respondent's Certification ***CONTRACT****

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

I hereby propose to furnish the goods or services specified in this Solicitation at the prices or rates quoted in my submittal. I agree that my submittal will remain firm for a period of up to one-hundred-twenty (120) days in order to allow the Aviation Authority adequate time to evaluate the submittals.

I certify that I have read the entire solicitation document, understood and agree to the terms in this solicitation.

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

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

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

Please confirm

*Response required

8. AVIATION AUTHORITY STANDARD TERMS AND CONDITIONS

8.1. Intent to Award-Appeal

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

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

8.2. Awards

As the best interest of the Aviation Authority may reject any and all Responses or waive any minor irregularity or technicality in Responses received. Contractors are cautioned to make no assumptions unless their Response has been determined as meeting the Minimum Requirements and being responsive and responsible. All awards made as a result of this Response shall conform to applicable policies of the Aviation Authority. The Aviation Authority reserves the right to cancel an awarded Response upon due cause—i.e., Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.

8.3. Additional Terms & Conditions

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

8.4. Purchasing Contracts with Other Governmental Entities

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

8.5. Lobbying Statement

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

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

8.6. Whistle Blower Reporting Line

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

8.7. EEO Statement

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

8.8. Federal Fair Labor Standards Act

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

8.9. Occupational Safety and Health Act of 1970

All Contracts and Sub-Contracts that result from this Contract incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor (also known as Consultant) must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their Subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

8.10. Dis counts

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

8.11. Pric ing

- A. Firm prices shall be proposed and include FOB DESTINATION, for all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the Aviation Authority to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and

valid for 120 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. All charges and fees must be disclosed in the Pricing Table. Pricing submitted in any other format will not be accepted.

- B. Unless otherwise stated, all unit prices proposed for goods shall be for materials/items/parts/equipment that are new, unused, or a current year and model, and are fully supported by the manufacturer's warranty to the initial purchaser, as applicable.
- C. The Aviation Authority shall not be obligated to renegotiate or increase any price on a Respondent's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Respondent's overhead costs, including, but not limited to, costs of the required bonds and insurance coverages, shall be included in such Respondent's prices listed in its Solicitation.

8.12. Incurred Cost

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

8.13. 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.

8.14. Taxes

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

8.15. Silence of Specifications

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

8.16. Assignment

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the Aviation Authority's prior written consent, which consent may be granted or withheld in the Aviation Authority's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation, change in federal identification number or, any change in ownership 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 60 days prior notice.

8.17.Indemnification

The successful Contractor shall indemnify, defend and hold completely harmless the Aviation Authority and the City of Orlando, Florida ("City"), and the members (including, without limitation, members of the Aviation Authority's Board and the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing: (a) by reason or on account of damage to or destruction or loss of any property of Aviation Authority or the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of Contractor's directors, officers, agents, employees, Subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by Aviation Authority's negligence or by the joint negligence of Aviation Authority and any person other than Contractor or Contractor's directors, officers, agents, employees, Subcontractors, licensees, or invitees, or (b) arising out of or in connection with the failure of Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by Contractor, or (c) arising out of or in connection with any claim, suit, assessment or judgment prohibited by this condition or in favor of any person described in below, or (d) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, Subcontractors, licensees or invitees. Aviation Authority agrees to give Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, Contractor shall engage counsel reasonably acceptable to Aviation Authority. In any suit, action, proceeding, claim or demand brought in respect of which the Aviation Authority may pursue indemnity, the Aviation Authority shall have the right to retain its own counsel. The fees and expenses of such counsel shall be at the expense of the Aviation Authority unless the Contractor and the Aviation Authority shall have mutually agreed to another arrangement. In the event Contractor fails, within a reasonable time to retain counsel satisfactory to the Aviation Authority, the Aviation Authority may retain counsel and Contractor shall be responsible for such legal fees, costs and expenses. In the event, the Aviation Authority and the Contractor are both named parties in any such proceeding and, in the sole judgment of the Aviation Authority, representation of both the Aviation Authority and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them then Aviation Authority shall obtain its own counsel and Contractor shall be responsible for such legal fees, costs and expenses. The indemnification provisions of this Section 5 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract. No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against Aviation Authority, or the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the Aviation Authority's Board or the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of Aviation Authority or City, either directly or through the Aviation Authority or the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by Aviation Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to Aviation Authority, or any receiver therefore or otherwise, of

any sum that may remain due and unpaid by the Aviation Authority, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the, promises made to Contractor pursuant to this Contract. In any and all claims against the Aviation Authority or the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of Contractor under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any Subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts. No provisions of this condition shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that Aviation Authority may have as to any party or person described therein.

**8.18. Pat
ents and Royalties**

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

**8.19. Sof
tware 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 Agreement 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.

**8.20. Wa
rranty 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 agreement and refund to the Aviation Authority the payments actually made to Contractor under this agreement.

**8.21.Opt
ional 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 Agreement 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.

**8.22.Per
sonal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security
Information (SSI), Payment Card Industry (PCI)**

In the course of performing the Agreement 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 Agreement. The provisions of this Section shall survive the expiration or earlier termination of the Agreement.

**8.23.Trai
ning**

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

**8.24.Acc
eptance**

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.

**8.25.Saf
ety 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.

**8.26.Wa
rranty**

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.

**8.27.Con
flict of Interest**

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

**8.28.Dru
g-Free Workplace**

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

**8.29.Dis
criminatory Vendor List**

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

**8.30. Pub
lic Entity Crimes**

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

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

**8.31. Scr
utinized 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 Agreement 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 Agreement. 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.

**8.32. Lice
nses 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. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Procurement Department. The successful Contractor is responsible for obtaining all permits necessary to construct the project. The Aviation Authority does not exempt itself from permitting requirements. The Contractor shall pay all Aviation Authority permit, inspection and impact fees required for the project or services required under this Contract; all other fees for permits

required by agencies/municipalities other than the Aviation Authority shall be the responsibility of the awarded Contractor.

**8.33. Sub
contractors**

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, 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 program participant with respect to this Contract, Contractor may not subcontract the performance of services hereunder to an entity that has not received MWBE certification, unless the MWBE 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 certified.

**8.34. Ver
bal 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.

**8.35. Liti
gation 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.

**8.36.Ad
dition, Deletion, or Modification of Services**

The Aviation Authority reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/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, the Contractor, and the AAR upon completion of such portion.

**8.37.Op
eration 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.

**8.38.Fun
ding**

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.

**8.39.Con
tract Termination**

The Contract resulting from this Response 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.

- C. **Termination for Cause:** If, through any cause, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Aviation Authority shall thereupon have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date.
- D. 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 Agreement 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 agreement and shall not relieve Contractor of its liability to the Aviation Authority for damages.
- E. **Termination for Convenience of Aviation Authority:** The Aviation Authority may terminate this Agreement 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 Agreement is terminated by the Aviation Authority as provided herein, Contractor will be paid for the services performed through the Termination Date.
- F. **Termination for Convenience of Contractor:** The Contractor may terminate this Agreement by giving at least 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.

8.40. Contractor Responsibilities

Contractors, by submitting a Response, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and the 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/Response.

8.41. 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 CEO or the Aviation Authority Board depending on the circumstances.

8.42. 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.

8.43. 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.

**8.44. Rig
Duty To Audit Records**

In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the Contractor in conjunction with the Agreement and the performance of this Agreement 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 Agreement—unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat.

**8.45. Cop
Copying Documents**

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

**8.46. Flor
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.

8.47. 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.

8.48. 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>

**8.49.Ad
ditional FEMA Requirements.**

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

- A. Access to Records. The following access to records requirements apply to this Contract:
 - 1. The Contractor agrees to provide the Florida Division of Emergency Management, Greater Orlando Aviation Authority, Orlando, Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - 2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - 3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.
 - 4. In compliance with the Disaster Recovery Act of 2018, the non-federal entity and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- B. Compliance with Federal Law, Regulations, and Executive Orders.
This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- C. No Obligation by Federal Government.
The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non -- Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.
- D. Program Fraud and False or Fraudulent Statements or Related Acts.
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

9. CONTRACT SAMPLE

9.1. Contract Instructions

The Aviation Authority's intent is to enter into a five years year contract with an effective date on or about 07/01/2024. The contract may also include None option(s).

All documents, where required, must be signed by an individual proprietor, a general partner of a partnership, a managing member of a limited liability company, or an authorized officer of the Proposer. If any officer or agent other than the owner of a sole proprietorship, a general partner of a partnership, a managing member of a limited liability company, or the president or vice president of a corporation, shall execute any contract document on behalf of the Proposer, the Aviation Authority shall be furnished satisfactory evidence of such officers or agent's authority to bind the Proposer with respect to the contents of the Proposal documents signed by him or her.

The successful Proposer shall provide to the Aviation Authority, upon the execution of the Concession Agreement, and shall thereafter maintain in effect throughout the Term thereof, a Contract Bond or Letter of Credit in the form attached to the Concession Agreement, in accordance with Article 11 thereof. The amount shall be equal to fifty percent (50%) of the Initial Minimum Annual Concession Fee during the Initial Period, unless, in the sole discretion of the Aviation Authority, the financial statements submitted by the otherwise successful Proposer are insufficient for the Aviation Authority to determine the Proposer's financial capability, in which event, the Aviation Authority may require the successful Proposer to submit a Contract Bond or Letter of Credit in the amount of one hundred percent (100%). On the first day of each Agreement Period following the Initial Period, the Contract Bond or Letter of Credit shall be adjusted to an amount equal to fifty percent (50%) of the established Minimum Annual Concession Fee for the previous Agreement Period, unless the financial statements submitted with the Proposal were deemed insufficient by the Aviation Authority, in which event, the amount of the Contract Bond or Letter of Credit shall equal one hundred percent (100%) of the Minimum Annual Concession Fee for the previous Agreement Period.

The successful Proposer shall, within thirty (30) days after the receipt of the Concession Agreement from the Aviation Authority, together with the Aviation Authority's written request that it be executed by the successful Proposer, deliver to the Aviation Authority, three (3) fully executed copies of the Concession Agreement (provided by the Aviation Authority), along with the Contract Bond or Letter of Credit in the form provided with the Concession Agreement, as well as copies of any affidavits, certificates, or other documents required to be provided to the Aviation Authority upon execution of the Concession Agreement. Failure on the part of the Proposer to whom a Concession has been awarded to execute and deliver to the Aviation Authority the Concession Agreement and other documents required by the Aviation Authority, within the time herein permitted, shall be just cause for cancellation of the award by the Aviation Authority, unless such period is extended by the Chief Executive Officer in his sole discretion. In such event, or in the event of the Proposer's attempt to withdraw the Proposal within the one hundred twenty (120) days following the deadline for the receipt of the Proposals, the Proposer shall be liable to the Aviation Authority for all of the Aviation Authority's damages arising out of the Proposer's breach of its obligations set forth herein, including, but not limited to, the Aviation Authority's cost of resoliciting the RFP., if new Proposals are solicited, any difference between the guaranteed financial return to the Aviation Authority presented by the breaching Proposer's Proposal and the guaranteed financial return to the Aviation Authority presented by the Proposal submitted by the Proposer that receives the re-awarded Concession Agreement, regardless of whether the Aviation Authority awards the Concession Agreement to the next ranked Proposer or elects to solicit a new RFP, , and the Aviation Authority's costs, expenses and Attorney's Fees, as defined in the Concession Agreement.

The Aviation Authority may, but is not required to negotiate the balance of the terms of any condition or provision of the Concession Agreement with the successful Proposer after award of the Concession. As such, Proposers should anticipate that the Aviation Authority will not deviate from the Concession Agreement after award. The Aviation Authority further reserves the right to cancel its award of the Concession to any Proposer without the Aviation Authority having any liability to such Proposer at any

time before the Concession Agreement with such Proposer has been fully executed and delivered to such Proposer.

No Concession Agreement shall be deemed to be in effect until the Aviation Authority has executed the same and a fully executed copy has been returned to the Proposer.

9.2. Contract

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

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to furnish all labor, supervision, management, administrative oversight, supplies and all other items necessary or proper for, or incidental to, performing its obligations under Purchasing Contract 24-515-IFB, Landscape Maintenance Services for AOA, in accordance with the Contract Documents which consist of the **Contract, Response Price Page(s), the General Information, the Special Conditions, the Scope of Work, the Terms and Conditions, any Addenda** issued prior to the execution of the Contract, and the Solicitation, each of which are incorporated herein by this reference.

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

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

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

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

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

GREATER ORLANDO AVIATION AUTHORITY

By: _____

Name/Title: _____

Date: _____

"CONTRACTOR"

By: _____

Name/Title: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

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

Name of Law Firm: _____

By: _____

Date: _____

9.1. Performance Bond

Performance Bond No.: _____

Performance Bond Expiration Date: _____

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS that _____, hereinafter called _____ Principal, _____ and

_____, a corporation organized under the laws of the State of _____ and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Aviation Authority, in the Penal Sum of Three Hundred Thousand Dollars (\$300,000.00), for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement entered into a Contract with Aviation Authority for **Purchasing Solicitation 24-515-IFB, Landscape Maintenance Services for AOA**, in accordance with the Contract Documents which are incorporated therein by reference and made a part thereof, and which collectively are herein referred to as the Contract.

WHEREAS, Surety is authorized to do business in the State of Florida.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

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 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 Aviation Authority sustains resulting directly or indirectly from any breach or default by Principal under the Contract; and
3. Pays 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 the event that the Principal shall fail to perform any of the terms, covenants or conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Aviation Authority for all such loss or damage (including, but not limited to, reasonable attorneys' fees and other legal and court costs) resulting from or in connection with any failure to perform up to the amount of the Penal Sum.

In the event the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Aviation Authority harmless from any and all loss, damage, cost and expense, including, but not limited to, reasonable attorneys' fees and other legal and court costs for all trial, appellate and bankruptcy proceedings, resulting directly or indirectly from or in connection with the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Aviation Authority's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Aviation Authority and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Aviation Authority to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Aviation Authority or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

The institution of suit upon this Bond is subject to the limitations period in accordance with Section 95.11, Florida Statutes.

Any changes in or under the Contract Documents (which include, but are not limited to, the Specification and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligation under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall be increased, or the term of this bond extended in accordance with any amendments or other modifications to the Contract Documents entered into by Aviation Authority and Principal.

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 the authority of its governing body.

Signed, sealed and delivered in the presence of:

Principal (Name of Contractor)

Witness

Witness

By: _____

(Signature)

Its: _____

(Title)

(Seal)

Name of Surety

Witness By: _____
(Signature)

Witness Its: _____
(Title)

Address: _____

Telephone No.: _____

Fax No.: _____

E-Mail Address: _____

(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 3 of the Contract's Special Conditions.

OATH OF SECRETARY

GREATER ORLANDO AVIATION AUTHORITY

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and/or Payment Bonds; that _____ who signed the said Bond(s) on behalf of the Principal was then _____ 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 the authority of its governing body.

Secretary

(Corporate Seal)

9.2. Irrevocable Stand-By Letter of Credit

IRREVOCABLE STAND-BY LETTER OF CREDIT

_____ [Date]

IRREVOCABLE LETTER OF CREDIT NO. _____

EXPIRY DATE: _____

AGGREGATE AMOUNT: Three Hundred Thousand Dollars (\$300,000.00)

BENEFICIARY:

Greater Orlando Aviation Authority
One Jeff Fuqua Boulevard
Orlando, FL 32827-4399

Dear Sir or Madam:

On behalf of _____ [Company Name] (the "Company"), we hereby issue this irrevocable stand-by letter of credit in your favor up to the aggregate amount stated above, available by one or more sight drafts drawn by you on us.

Each draft hereunder must state "Drawn on _____ [Bank Name] Irrevocable Letter of Credit No. _____, dated _____," and must be accompanied by a statement in the form attached hereto as Exhibit A (which is incorporated in this letter of credit by this reference). Such statement must be signed by the Chief Executive Officer of the Greater Orlando Aviation Authority (the "Aviation Authority"), or designee, and must provide the following:

- A. Certification that the Company has failed to faithfully perform one or more of its obligations to the Aviation Authority under that certain 24-515-IFB for Landscape Maintenance Services for AOA at Orlando International Airport, as such may be amended from time to time, by and between the Company and the Aviation Authority (the "Agreement"); and
- B. Certification of the amount of damages or expenses which, in his belief or determination, the Aviation Authority has suffered or incurred, or is likely to suffer or incur, as a result of such failure by the Company; or
- C. Certification (1) that the Company has failed to provide to the Aviation Authority an acceptable surety bond or stand-by letter of credit to replace this letter of credit, on or before the date the same was due under the terms of the Agreement in accordance with such terms, and (2) certification of the amount of the required replacement surety bond or letter of credit.

Additionally, each draft drawn hereunder shall be paid from the funds of _____ [Bank Name]. If a drawing is made by you hereunder at or prior to 11:00 a.m., local time, on a business day, payment shall be made to you or to your designee of the amount specified at our branch where such drawing is made, in immediately available funds, not later than 3:00 p.m., such local time, on the same business day or such later time and business day as you may specify. If a drawing is made by you after

11:00 a.m., such local time, on a business day, payment shall be made to you or to your designee of the amount specified, in immediately available funds, not later than 3:00 p.m., such local time, on the next business day thereafter, or such later time and business day as you may specify.

This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Rev.), International Chamber of Commerce Publication No. 600, except that, notwithstanding the provisions of Article 36 thereof to the contrary, if this letter of credit would have otherwise expired by its terms during a period when our business has been interrupted by Acts of God or other causes beyond our control, our obligations hereunder shall continue for thirty (30) days following the date of our resumption of normal business operations.

We hereby engage with you that all drafts drawn hereunder in compliance with the terms of this credit will be duly honored upon presentation to us as provided herein.

(Bank Name)

By: _____
(Signature)

Address: _____

Telephone No.: _____

Fax No.: _____

E-Mail Address: _____

EXHIBIT A
GREATER ORLANDO AVIATION AUTHORITY
STATEMENT FORM

To: _____ [Bank Name]

Date: _____

Re: _____ [Company Name]

Irrevocable Letter of Credit Number: _____

The undersigned, who is the Chief Executive Officer of the Greater Orlando Aviation Authority (the "Aviation Authority"), or the duly authorized designee of same, hereby certifies to _____ [Bank Name] that [A, and either B or C are required]:

A. _____ [Company Name] (the "Company") has failed to faithfully perform one or more of its obligations to the Aviation Authority under that certain [Contract, 24-515-IFB, Landscape Maintenance Services for AOA at Orlando International Airport](#), by and between the Company and the Aviation Authority (the "Agreement").

B. In the belief or determination of the undersigned, the amount of damages or expenses which the Aviation Authority has suffered or incurred or is likely to suffer or incur, as a result of such failure by the Company totals \$ _____; or

C. The Company has failed to provide the Aviation Authority with an acceptable replacement surety bond or stand-by letter of credit on or before the date the same was due under the terms of the Agreement in accordance with such terms, and that the amount of the required replacement bond or letter of credit is \$ _____.

Dated this ____ day of _____, 20____.

GREATER ORLANDO AVIATION AUTHORITY

By: _____

Title: _____

10. Bidder's Response